

AGENDA

COMMITTEE ON COMMUNITY IMPROVEMENT

October 23, 2006

**Aldermen Garrity, O'Neil,
Osborne, Gatsas, Duval**

5:30 PM

**Aldermanic Chambers
City Hall (3rd Floor)**

1. Chairman Garrity calls the meeting to order.
2. The Clerk calls the roll.
3. Presentation by Messrs. Glen Ohlund, Bob MacKenzie and Dick Anagnost relative to Downtown Revitalization (HB 657).
4. Amending resolution and budget authorization authorizing and appropriating funds in the amount of One Hundred Nineteen Thousand Five Hundred Sixty Four Dollars and Six Cents (\$119,564.06) for the 2003 CIP 710203 CSO Projects.
Gentlemen, what is your pleasure?
5. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Sixteen Thousand Dollars (\$16,000) for the FY2007 CIP 214207 Firesafe Intervention Program.
Gentlemen, what is your pleasure?
6. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Forty One Thousand Five Hundred Forty Eight Dollars (\$41,548) for FY2007 CIP 412207 Radiological Emergency Response Plan (RERP) Program.
Gentlemen, what is your pleasure?

7. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Twenty Thousand Eight Hundred Fifty Nine Dollars and Ninety Four Cents (\$20,859.94) for the 2007 CIP 510807 Park Improvement Project.
Gentlemen, what is your pleasure?
8. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Sixty Two Thousand Four Hundred Seventy Dollars and Five Cents (\$62,470.05) for the 2007 CIP 511607 Bass Island Flood Damage Stabilization Project.
Gentlemen, what is your pleasure?
9. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Five Hundred Fifty Five Thousand Nine Hundred Twenty Four Dollars and Fifty Eight Cents (\$555,924.58) for the 2007 CIP 511707 Piscataquog River Park Flood Damage Remediation Project.
Gentlemen, what is your pleasure?
10. Amending resolution and budget authorization authorizing and appropriating funds in the amount of One Hundred Twenty Three Thousand Four Hundred Seventy Six Dollars and Six Cents (\$123,476.06) for the 2007 CIP 713007 Flood Damaged Infrastructure Remediation Project.
Gentlemen, what is your pleasure?
11. Amending resolution and budget authorization authorizing and appropriating funds in the amount of Twenty Three Thousand Six Hundred Twenty Five Dollars (\$23,625) for the FY2007 CIP 811407 Manchester VISTA Initiative Program.
Gentlemen, what is your pleasure?
12. Communication from the Director of Planning requesting project extension from August 31, 2006 to June 30, 2007 for CIP #210205 – Public Health Preparedness.
Gentlemen, what is your pleasure?

13. Communication from Alderman O'Neil regarding jurisdiction for municipal and school facilities and departmental responsibility in public right-of-ways.

Gentlemen, what is your pleasure?

14. Security estimate provided by Pelmac Industries for property located behind the West Side Ice Arena and the Jr. Deb Softball field.

Gentlemen, what is your pleasure?

15. Communication from the Director of Planning advising of the Way Home's request for funding to help pay for costs associated with their efforts on mitigating the impacts and hazards associated with lead based paint found in many of the City's older buildings.

Gentlemen, what is your pleasure?

16. Request of Committee that the Solicitor's office provide a brief summary of the legal differences between a street discontinuance and a "release and discharge" of a street.

17. Petition to discontinue Pamela Circle.

(Note: Highway Department supports petition for discontinuance.)

Gentlemen, what is your pleasure?

18. Communication from the Public Works Purchasing Agent recommending that recent bids for vehicle purchase to fulfill the FY07 MER budget allocations not be accepted and that they be allowed to go forth with purchasing off State contracts.

Gentlemen, what is your pleasure?

19. Communication from the Chief Facilities Manager requesting vehicle transfer from Welfare for use by the Clerk of the Works and acquisition of a surplus vehicle for the Building Automation Specialist advising of their intent to request such vehicle in the FY2008 budget.

Gentlemen, what is your pleasure?

20. Sewer abatement request (1381 Union Street).
(Note: EPD recommends an abatement in the amount of \$52.20 be granted.)
Gentlemen, what is your pleasure?

TABLED ITEMS

A motion is in order to remove any of the following items from the table for discussion.

21. Petition to discontinue a portion of So. Bedford Street.
(Tabled 07/11/2006. On July 11, 2006, the Board of Mayor and Aldermen voted to refer this matter also to the Special Committee on Riverfront Activities and Baseball.)
22. Communication from Alderman Duval requesting funding for the installation of fencing around the site of the former Weston Street Fire Station to prevent cut through of speeding vehicles, illegally parked cars and dumping refuse.
(Tabled 08/14/2006.)
23. Request of Alderman Forest seeking funding for the rehabilitation of the playground and resurfacing of the basketball court.
(Tabled 08/14/2006.)
24. Communication from Lowell Terrace Associates proposing a mortgage/debt consolidation for property located at the northwest corner of Lowell and Chestnut Streets.
(Tabled 08/14/2006. Further information provided by Finance enclosed herein.)
25. If there is no further business, a motion is in order to adjourn.

Ohlund, Glen

To: CJOHNSON@ci.manchester.nh.us

Cc: Borek, Paul

Subject: Downtown Revitalization RSA

Carol-
(also via Courier to Mike Garrity)

The Agenda Item for CIP on 10/23 might look like this

-Downtown Revitalization RSA (45 Minutes)

Presentation by: Glen Ohlund MEDO Project Coordinator (Overview)
Dick Anagnost (Potential benefit to City & Developer)
Bob MacKenzie, (unconfirmed) (Likely area(s) for Implementation)

Summary
It is enabling legislation passed in the '06 NH Legislature, allowing municipalities to enact tax deferment for substantial building rehabilitations within a designated downtown or business district area to encourage riskier projects (rehab of older buildings).

The actual RSA is attached and you can include that and any of the following that you think worthwhile

This enabling legislation is designed to encourage investment in our downtowns, neighborhood, and village centers, and It complements existing municipal planning tools that reinvigorate our towns and cities by promoting economic development, encouraging residential and other upper floor uses in downtowns, and meets historic preservation goals.

Any city or town may adopt the incentive program with a majority vote of its legislative body. Once it is adopted, a property owner who wants to substantially rehabilitate a building located downtown, or in a village center, may apply to the local governing body for a period of temporary tax relief. The law is structured to encourage not only rehabilitation of downtown structures, but housing uses in the downtown area.

The temporary tax relief consists of a finite period during which the property tax on the structure will not increase as a result of its substantial rehabilitation. In exchange for the relief, the property owner grants a covenant ensuring the continuation of the public benefit during the period of the tax relief. Once the tax relief period expires, the structure is taxed at its full market value, taking the rehabilitation into account.

Proponents of the measure believe that the design provides a strong public process with local discretion, and gives communities the benefit of increased tax revenues from rehabilitation efforts that otherwise would have been delayed indefinitely or never initiated at all.

How it Works - HB 657, Community Revitalization Tax Relief Incentive

This legislative proposal encourages investment in downtowns and village centers with a new tax incentive. Its goals are to encourage the rehabilitation and active use of under-utilized buildings and, in so doing, to

- **promote strong local economies and,**
- **promote smart, sustainable growth, as an alternative to sprawl, in accordance with the purpose and objectives of RSA Ch. 9-B (State Economic Growth, Resource Protection, and Planning Policy).**

How it works:

- In a town that has adopted the tool created by this legislation, a property owner who wants to substantially rehabilitate a building located downtown, or in a village center, may apply to the local governing body for a period of temporary tax relief.
- The temporary tax relief, if granted, would consist of a finite period of time during which the property tax on the structure would not increase as a result of its substantial rehabilitation. In exchange for the relief, the property owner grants a covenant ensuring the continuation of the public benefit during the period of the tax relief.
- Following expiration of the finite tax relief period, the structure would be taxed at its full market value taking into account the rehabilitation.

The legislation offers strong community process and discretion:

- Any city or town may adopt this program with the majority vote of its legislative body.
- Applications by property owners are made to the governing body and are accompanied by a public notice and public hearing.
- The governing body may grant tax relief if the application meets the guidelines and public benefit test.
- The governing body may deny the application in its discretion: "...such denial shall be deemed discretionary and shall not be set aside by the board or tax and land appeals or the superior court except for bad faith or discrimination." (79-E:4 V)

Qualifying properties:

A property owner can apply for the tax relief only if:

- The building is located in the community's downtown district (or equivalent), and
- The rehabilitation costs at least 15% of the building's pre-rehab assessed value, or \$75,000, whichever is less, and
- The rehabilitation is consistent with the municipality's master plan or development regulations.

Duration of Tax Relief Period:

- I. The governing body may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.
- II. The governing body may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new residential units and up to 4 years for a project that includes affordable housing.
- III. The governing body may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.

This would certainly make Manchester an even more attractive investment environment if enacted at the local level. The need to balance short run revenue needs with long range growth and tax enhancement is certainly a significant discussion. It was also supported by the Local Government Center.

Respectfully,
Glen Ohlund
Development Coordinator
Manchester Economic Development Office
1 City Hall Plaza
Manchester, NH 03101
t (603) 624-6505 x 4103
f (603) 624-6308
e gohlund@ManchesterNH.gov

CHAPTER 167

HB 657-FN-LOCAL - FINAL VERSION

02Feb2006... 0039h

11May2006... 1834eba

2006 SESSION

05-0812

08/10

HOUSE BILL 657-FN-LOCAL

AN ACT relative to promoting community revitalization.

SPONSORS: Rep. Spang, Straf 7; Rep. Theberge, Coos 4; Rep. Stohl, Coos 1; Rep. Schmidt, Straf 4; Sen. Odell, Dist 8; Sen. Larsen, Dist 15; Sen. Fuller Clark, Dist 24

COMMITTEE: Municipal and County Government

ANALYSIS This bill allows municipalities to provide property tax relief to owners who renovate certain structures.

Explanation: Matter added to current law appears in ***bold italics***.

Matter removed from current law appears [~~in brackets and struck through.~~]

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

02Feb2006... 0039h

11May2006... 1834eba

05-0812

08/10

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Six

AN ACT relative to promoting community revitalization.

Be it Enacted by the Senate and House of Representatives in General Court convened:

167:1 New Chapter; Community Revitalization Tax Relief Incentive. Amend RSA by inserting after chapter 79-D the following new chapter:

CHAPTER 79-E COMMUNITY REVITALIZATION TAX RELIEF INCENTIVE

79-E:1 Declaration of Public Benefit.

I. It is declared to be a public benefit to enhance downtowns and town centers with respect to economic activity, cultural and historic character, sense of community, and in-town residential uses that contribute to economic and social vitality.

II. It is further declared to be a public benefit to encourage the rehabilitation of the many underutilized structures in urban and town centers as a means of encouraging growth of economic, residential, and municipal uses in a more compact pattern, in accordance with RSA 9-B.

III. Short-term property assessment tax relief and a related covenant to protect public benefit as provided under this chapter are considered to provide a demonstrated public benefit if they encourage substantial rehabilitation and use of qualifying structures as defined in this chapter.

79-E:2 Definitions. In this chapter:

I. "Qualifying structure" means a building located in a district officially designated in a municipality's master plan, or by zoning ordinance, as a downtown, town center, central business district, or village center, or, where no such designation has been made, in a geographic area which, as a result of its compact development patterns and uses, is identified by the governing body as the downtown, town center, or village center for purposes of this chapter.

II. "Substantial rehabilitation" means rehabilitation of a qualifying structure which costs at least 15 percent of the pre-rehabilitation assessed valuation or at least \$75,000, whichever is less.

III. "Tax relief" means that for a period of time determined by a local governing body in accordance with this chapter, the property tax on a qualifying structure shall not increase as a result of the substantial rehabilitation thereof.

IV. "Tax relief period" means the finite period of time during which the tax relief will be effective, as determined by a local governing body pursuant to RSA 79-E:5.

79-E:3 Adoption of Community Revitalization Tax Relief Incentive Program

I. Any city or town may adopt the provisions of this chapter by voting whether to accept for consideration requests for community revitalization tax relief incentives. Any city or town may do so by following the procedures in this section.

II. In a town, other than a town that has adopted a charter pursuant to RSA 49-D, the question shall be placed on the warrant of a special or annual town meeting, by the governing body or by petition under RSA 39:3.

III. In a city or town that has adopted a charter under RSA 49-C or RSA 49-D, the legislative body may consider and act upon the question in accordance with its normal procedures for passage of resolutions, ordinances, and other legislation. In the alternative, the legislative body of such municipality may vote to place the question on the official ballot for any regular municipal election.

IV. If a majority of those voting on the question vote "yes," applications for community revitalization tax relief incentives may be accepted and considered by the local governing body at any time thereafter, subject to the provisions of paragraph VI of this section.

V. If the question is not approved, the question may later be voted on according to the provisions of paragraph II or III of this section, whichever applies.

VI. The local governing body of any town or city that has adopted this program may consider rescinding its action in the manner described in paragraph II or III of this section, whichever applies. A vote terminating the acceptance and consideration of such applications shall have no effect on incentives previously granted by the city or town, nor shall it terminate consideration of applications submitted prior to the date of such vote.

79-E:4 Community Revitalization Tax Relief Incentive.

I. An owner of a qualifying structure who intends to substantially rehabilitate such structure may apply to the governing body of the municipality in which the property is located for tax relief. The applicant shall include the address of the property, a description of the intended rehabilitation, any changes in use of the property resulting from the rehabilitation, and an application fee.

II. Upon receipt of an application, the governing body shall hold a duly noticed public hearing to take place no later than 60 days from receipt of the application, to determine whether the structure at issue is a qualifying structure; whether the proposed rehabilitation qualifies as substantial rehabilitation; and whether there is a public benefit to granting the requested tax relief and, if so, for what duration.

III. No later than 45 days after the public hearing, the governing body shall render a decision granting or denying the requested tax relief and, if so granting, establishing the tax relief period.

IV.(a) The governing body may grant the tax relief, provided:

(1) The governing body finds a public benefit under RSA 79-E:7; and

(2) The specific public benefit is preserved through a covenant under RSA 79-E:8; and

(3) The governing body finds that the proposed use is consistent with the municipality's master plan or development regulations.

(b) If the governing body grants the tax relief, the governing body shall identify the specific public benefit achieved under RSA 79-E:7, and shall determine the precise terms and duration of the covenant to preserve the public benefit under RSA 79-E:8.

V. If the governing body, in its discretion, denies the application for tax relief, such denial shall be accompanied by a written explanation. The governing body's decision may be appealed either to the board of tax and land appeals or the superior court in the same manner as provided for appeals of current use classification pursuant to RSA 79-A:9 or 79-A:11 provided, however, that such denial shall be deemed discretionary and shall not be set aside by the board of tax and land appeals or the superior court except for bad faith or discrimination.

79-E:5 Duration of Tax Relief Period.

I. The governing body may grant such tax assessment relief for a period of up to 5 years, beginning with the completion of the substantial rehabilitation.

II. The governing body may, in its discretion, add up to an additional 2 years of tax relief for a project that results in new residential units and up to 4 years for a project that includes affordable housing.

III. The governing body may, in its discretion, add up to an additional 4 years of tax relief for the substantial rehabilitation of a qualifying structure that is listed on or determined eligible for listing on the National Register of Historic Places, state register of historic places, or is located within and important to a locally designated historic district, provided that the substantial rehabilitation is conducted in accordance with the U.S. Secretary of Interior's Standards for Rehabilitation.

79-E:6 Resumption of Full Tax Liability. Upon expiration of the tax relief period, the property shall be taxed at its market value in accordance with RSA 75:1.

79-E:7 Public Benefit. The proposed substantial rehabilitation must provide at least one of the following public benefits in order to qualify for tax relief under this chapter:

I. It enhances the economic vitality of the downtown;

II. It enhances and improves a structure that is culturally or historically important on a local, regional, state, or national level, either independently or within the context of an historic district, town center, or village center in which the building is located;

III. It promotes development of municipal centers, providing for efficiency, safety, and a greater sense of community, consistent with RSA 9-B; or

IV. It increases residential housing in urban or town centers.

79-E:8 Covenant to Protect Public Benefit.

I. Tax relief for the substantial rehabilitation of a qualifying structure shall be effective only after a property owner grants to the municipality a covenant ensuring that the structure shall be maintained and used in a manner that furthers the public benefits for which the tax relief was granted.

II. The covenant shall be coextensive with the tax relief period. The covenant may, if required by the governing body, be effective for a period of time up to twice the duration of the tax relief period.

III. The covenant shall include provisions requiring the property owner to obtain casualty insurance, and flood insurance if appropriate. The covenant may include, at the governing body's sole discretion, a lien against proceeds from casualty and flood insurance claims for the purpose of ensuring proper restoration or demolition of damaged structures and property. If the property

owner has not begun the process of restoration, rebuilding, or demolition of such structure within one year following damage or destruction, the property owner shall be subject to the termination of provisions set forth in RSA 79-E:9, I.

IV. The local governing body shall provide for the recording of the covenant to protect public benefit with the registry of deeds. It shall be a burden upon the property and shall bind all transferees and assignees of such property.

V. The applicant shall pay any reasonable expenses incurred by the municipality in the drafting, review, and/or execution of the covenant. The applicant also shall be responsible for the cost of recording the covenant.

79-E:9 Termination of Covenant; Reduction of Tax Relief; Penalty.

I. If the owner fails to maintain or utilize the building according to the terms of the covenant, or fails to restore, rebuild, or demolish the structure following damage or destruction as provided in RSA 79-E:8, III, the governing body shall, after a duly noticed public hearing, determine whether and to what extent the public benefit of the rehabilitation has been diminished and shall determine whether to terminate or reduce the tax relief period in accordance with such determination. If the covenant is terminated, the governing body shall assess all taxes to the owner as though no tax relief was granted, with interest in accordance with paragraph II.

II. Any tax payment required under paragraph I shall be payable according to the following procedure:

(a) The commissioner of the department of revenue administration shall prescribe and issue forms to the local assessing officials for the payment due, which shall provide a description of the property, the market value assessment according to RSA 75:1, and the amount payable.

(b) The prescribed form shall be prepared in quadruplicate. The original, duplicate, and triplicate copy of the form shall be given to the collector of taxes for collection of the payment along with a special tax warrant authorizing the collector to collect the payment under the warrant. The quadruplicate copy of the form shall be retained by the local assessing officials for their records.

(c) Upon receipt of the special tax warrant and prescribed forms, the tax collector shall mail the duplicate copy of the tax bill to the owner responsible for the tax as the notice of payment.

(d) Payment shall be due not later than 30 days after the mailing of the bill. Interest at the rate of 18 percent per annum shall be due thereafter on any amount not paid within the 30-day period. Interest at 12 percent per annum shall be charged upon all taxes that would have been due and payable on or before December 1 of each tax year as if no tax relief had been granted.

79-E:10 Lien for Unpaid Taxes. The real estate of every person shall be held for the taxes levied pursuant to RSA 79-E:9.

79-E:11 Enforcement. All taxes levied pursuant to RSA 79-E:9 which are not paid when due shall be collected in the same manner as provided in RSA 80:1 – 80:42-a.

79-E:12 Rulemaking. The commissioner of the department of revenue administration shall adopt rules, pursuant to RSA 541-A, relative to the payment and collection procedures under RSA 79-E:9.

79-E:13 Extent of Tax Relief.

I. Tax relief granted under this chapter shall pertain only to assessment increases attributable to the substantial rehabilitation performed under the conditions approved by the governing body and not to those increases attributable to other factors including but not limited to market forces; or

II. Tax relief granted under this chapter shall be calculated on the value in excess of the original assessed value. Original assessed value shall mean the value of the qualifying structure assessed

at the time the governing body approves the application for tax relief and the owner grants to the municipality the covenant to protect public benefit as required in this chapter.

79-E:14 Other Programs. The provisions of this chapter shall not apply to properties whose rehabilitation or construction is subsidized by state or federal grants or funds that do not need to be repaid totaling more than 50 percent of construction costs from state or federal programs.

167:2 Effective Date. This act shall take effect April 1, 2006.

Approved: May 24, 2006

Effective: April 1, 2006

City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

"Amending the FY2003 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Nineteen Thousand Five Hundred Sixty Four Dollars and Six Cents (\$119,564.06) for the 2003 CIP 710203 CSO Projects."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2003 CIP as contained in the 2003 CIP budget; and

WHEREAS, Table I contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept reimbursement funds in the amount of \$119,564.06 from the Federal Emergency Management Administration (FEMA) to assist in the repairs of a portion of the Cemetery Brook storm drain;

NOW, THEREFORE, be it resolved that the 2003 CIP be amended as follows:

By increasing:

FY2003 CIP 710203 – CSO Projects - \$119,564.06 – FEMA

From \$7,830,000 (\$4,330,000 Enterprise & \$3,500,000 Other) to \$7,949,564.06 (\$4,330,000 Enterprise; \$3,500,000 Other; & \$119,564.06 FEMA)

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP #: **710203** Project Year: **2003** CIP Resolution: **6/4/2002**
 Title: **CSO Projects** Amending Resolution: **11/14/2006**
 Administering Department: **Highway Department - EPD** Revision: **#1**

Project Description: Design and construct S. Main St. north separation, and design of W. Bridge St. and Bremer St. Drainage Basin separation projects.

Federal Grants Federal Grant: **No** **Environmental** Review Required: **No**
 Grant Executed: Completed:

Critical Events

| | | |
|---|-------------------------|----------|
| 1 | Design | 07/02 |
| 2 | Construction Begins | 08/03 |
| 3 | Construction Completion | 06/30/07 |
| 4 | | |
| 5 | | |

Expected Completion Date: **6/30/2007**

Line Item Budget

| | ENTERPRISE | OTHER | FEMA | TOTAL |
|------------------------|-----------------------|-----------------------|---------------------|-----------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$195,750.00 | \$239,250.00 | \$0.00 | \$435,000.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$526,500.00 | \$526,500.00 | \$0.00 | \$1,053,000.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$3,597,750.00 | \$2,734,250.00 | \$0.00 | \$6,332,000.00 |
| Other | \$10,000.00 | \$0.00 | \$119,564.06 | \$129,564.06 |
| TOTAL | \$4,330,000.00 | \$3,500,000.00 | \$119,564.06 | \$7,949,564.06 |

Revisions

Revision #1 - increases project by \$119,564.06 from the Federal Emergency Management Administration (FEMA) for needed repairs to a portion of Cemetery Brook Storm Drain.

COMMENTS

Reimbursement funds in the amount of \$119,564.06 received from Federal Emergency Management Administration (FEMA).

City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Sixteen Thousand Dollars (\$16,000) for the FY2007 CIP 214207 Firesafe Intervention Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$16,000 from the State of New Hampshire Division for Children, Youth and Families to provide fire safety training to educators;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By adding:

FY2007 CIP 214207 – Firesafe Intervention Program - \$16,000 State

Resolved, that this Resolution shall take effect upon its passage.

5

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants Federal Grant: **Environmental** Review Required:
 Grant Executed: Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Program Initiation | 10/3/06 |
| 2 | Program Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date:

Line Item Budget

| | STATE | | | TOTAL |
|------------------------|--------------------|---------------|---------------|--------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$16,000.00 | \$0.00 | \$0.00 | \$16,000.00 |
| TOTAL | \$16,000.00 | \$0.00 | \$0.00 | \$16,000.00 |

Revisions

COMMENTS Funds in the amount of \$16,000 received from State of New Hampshire Division for Children, Youth & Families.

5

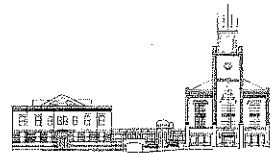


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Milliard Design Review Committee

Memo to: Committee on CIP
From: Robert S. MacKenzie *RS*
Date: October 17, 2006
Subject: Fire Safe Grant

The Office of Youth Services has been awarded a grant to continue with the operation of the Fire Safe Program which has been operating in the Community for several years. CIP Staff has attached for your review and consideration an amending resolution and budget authorization that will need to be approved in order for the City to accept these funds. As such, the Committee's recommendation to the full Board for approval is respectfully requested

I would note that the proposed grant contract (attached) will need to be revised so as to name the City of Manchester as the Grantee in lieu of the Fire Safe Program prior to its executed.

Attachments:

5

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Forty One Thousand Five Hundred Forty Eight Dollars (\$41,548) for FY2007 CIP 412207 Radiological Emergency Response Plan (RERP) Program.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept grant funds in the amount of \$41,548 from the State of New Hampshire Department of Safety to support the Radiological Emergency Response Plan (RERP);

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By adding:

FY2007 CIP 412207 – Radiological Emergency Response Plan (RERP) Program - \$41,548 State

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants

Federal Grant:
 Grant Executed:

Environmental

Review Required:
 Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Program Initiation | 11/8/06 |
| 2 | Program Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date:

Line Item Budget

| | STATE | | | TOTAL |
|------------------------|--------------------|---------------|---------------|--------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$41,548.00 | \$0.00 | \$0.00 | \$41,548.00 |
| TOTAL | \$41,548.00 | \$0.00 | \$0.00 | \$41,548.00 |

Revisions

COMMENTS

Funds in the amount of \$41,548 received from the State of New Hampshire Department of Safety.

6



Joseph P. Kane
Chief of Department

City of Manchester Fire Department

100 Merrimack Street • Manchester, NH 03101-2208
(603) 669-2256 Business • (603) 669-7707 Fax
www.ci.manchester.nh.us

TO: Board of Mayor and Alderman
FROM: Chief Joseph P. Kane *J.P.K.*
DATE: October 11, 2006
RE: Request to accept funds

The Manchester Fire Department has been granted an allocation of funds (\$41,548.00) from the State of New Hampshire Department of Safety to support the Radiological Emergency Response Plan (RERP) in Manchester for the State of New Hampshire Fiscal Year 2007 (July 1, 2006-June 30, 2007).

We are seeking approval to accept the funds to be utilized in the manner set forth by the Commissioner of Safety. (See attached)

b

Fire/Ambulance Emergency 9-1-1

City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Thousand Eight Hundred Fifty Nine Dollars and Ninety Four Cents (\$20,859.94) for the 2007 CIP 510807 Park Improvement Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept reimbursement funds in the amount of \$20,859.94 from the Federal Emergency Management Administration (FEMA) for flood damage sustained to the community facilities;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By increasing:

FY2007 CIP 510807 -- Park Improvement Project - \$20,859.94 – FEMA
From \$65,000 (\$65,000 Cash) to \$85,859.94 (\$65,000 Cash & \$20,859.94 FEMA)

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP #: 510807 Project Year: 2007 CIP Resolution: 6/12/2006
 Title: Park Improvement Program Amending Resolution: 11/14/2006
 Administering Department: Parks, Recreation & Cemetery Revision: #1

Project Description This project will enable an increase in the efforts of the Parks Department to adequately maintain facilities and improve safety in the City parks.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Program Initiation | 07/03/06 |
| 2 | Program Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date: 6/30/2007

Line Item Budget

| | CASH | FEMA | | TOTAL |
|------------------------|--------------------|--------------------|---------------|--------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$65,000.00 | \$20,859.94 | \$0.00 | \$85,859.94 |
| TOTAL | \$65,000.00 | \$20,859.94 | \$0.00 | \$85,859.94 |

Revisions

Revision #1 - increases project by \$20,859.94 from the Federal Emergency Management Administration (FEMA) for damages sustained at Arms Park.

COMMENTS

Reimbursement funds in the amount of \$20,859.94 received from the Federal Emergency Management Administration (FEMA).

City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Sixty Two Thousand Four Hundred Seventy Dollars and Five Cents (\$62,470.05) for the 2007 CIP 511607 Bass Island Flood Damage Stabilization Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept reimbursement funds in the amount of \$62,470.05 from the Federal Emergency Management Administration (FEMA) for flood damage sustained at Bass Island Park;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By adding:

FY2007 CIP 511607 – Bass Island Flood Damage Stabilization Project - \$62,470.05 FEMA

Resolved, that this Resolution shall take effect upon its passage.



CIP BUDGET AUTHORIZATION

CIP #: 511607 Project Year: 2007 CIP Resolution: 6/12/2006
 Title: Bass Island Flood Damage Stabilization Project Amending Resolution: 11/14/2006
 Administering Department: Parks, Recreation & Cemetery Revision:

Project Description: River bank stabilization and repair of damages sustained within park from extended period of high water flow.

Federal Grants

Federal Grant: Yes **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Program Initiation | 10/18/06 |
| 2 | Program Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date: 6/30/2007

Line Item Budget

| | FEMA | | | TOTAL |
|------------------------|--------------------|---------------|---------------|--------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$62,470.05 | \$0.00 | \$0.00 | \$62,470.05 |
| TOTAL | \$62,470.05 | \$0.00 | \$0.00 | \$62,470.05 |

Revisions

COMMENTS

Reimbursement funds in the amount of \$62,470.05 received from Federal Emergency Management Administration (FEMA).

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City of Manchester New Hampshire

In the year Two Thousand and six

A RESOLUTION

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of Five Hundred Fifty Five Thousand Nine Hundred Twenty Four Dollars and Fifty Eight Cents (\$555,924.58) for the 2007 CIP 511707 Piscataquog River Park Flood Damage Remediation Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept reimbursement funds in the amount of \$555,924.58 from the Federal Emergency Management Administration (FEMA) for flood damage sustained at Piscataquog River Park;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By adding:

FY2007 CIP 511707 – Piscataquog River Park Flood Damage Remediation Project - \$555,924.05 FEMA

Resolved, that this Resolution shall take effect upon its passage.

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CIP BUDGET AUTHORIZATION

CIP #: **511707** Project Year: **2007** CIP Resolution: **6/12/2007**
 Title: **Piscataquog River Park Flood Damage Remediation Project** Amending Resolution: **11/14/2006**
 Administering Department: **Parks, Recreation & Cemetery** Revision:

Project Description: Repairs to athletic field and supporting park facilities damaged as a result of excessive overflowing of the Piscataquog River.

Federal Grants Federal Grant: **Yes** **Environmental** Review Required: **No**
 Grant Executed: Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Program Initiation | 10/18/06 |
| 2 | Program Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date: **6/30/2007**

Line Item Budget

| | FEMA | | | TOTAL |
|------------------------|---------------------|---------------|---------------|---------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$555,924.58 | \$0.00 | \$0.00 | \$555,924.58 |
| TOTAL | \$555,924.58 | \$0.00 | \$0.00 | \$555,924.58 |

Revisions

COMMENTS Reimbursement funds in the amount of \$555,924.58 received from Federal Emergency Management Administration (FEMA).

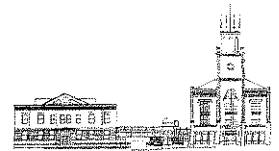


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memorandum

To: Committee on Community Improvement Program
From: Robert S. MacKenzie *RS*
Date: October 10, 2006
Subject: Rebuilding flood damaged facilities

The City (through the Fire Department) has completed reviews with FEMA on damage to the City as part of the spring flooding. The largest damage to City facilities was to the park system, particularly Piscataquog River Park.

In order to begin the reconstruction process, we are suggesting that the Committee and BMA start up new CIP projects for park and infrastructure repair. This represents 75% of the estimated costs of repair and is the amount that will be provided by FEMA to the City through the State. We are hoping that the City will receive additional funding beyond the 75%, but this has not yet been committed by the State.

Committee action on this CIP project will allow for an expeditious repair to the damage.

C: Chief Kane
Ron Ludwig
Frank Thomas

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City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

“Amending the FY2007 Community Improvement Program, authorizing and appropriating funds in the amount of One Hundred Twenty Three Thousand Four Hundred Seventy Six Dollars and Six Cents (\$123,476.06) for the 2007 CIP 713007 Flood Damaged Infrastructure Remediation Project.”

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen wishes to accept reimbursement funds in the amount of \$123,476.06 from the Federal Emergency Management Administration (FEMA) to assist in the repairs of infrastructure damaged by excessive flooding and water runoff;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By adding:

FY2007 CIP 713007 – Flood Damaged Infrastructure Remediation Project - \$123,476.06 – FEMA

Resolved, that this Resolution shall take effect upon its passage.

CIP BUDGET AUTHORIZATION

CIP #: Project Year: CIP Resolution:
 Title: Amending Resolution:
 Administering Department: Revision:

Project Description:

Federal Grants

Federal Grant:

Environmental

Review Required:

Grant Executed:

Completed:

Critical Events

| | | |
|---|--------------------|----------|
| 1 | Project Initiation | 10/18/06 |
| 2 | Project Completion | 06/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date:

Line Item Budget

| | FEMA | | | TOTAL |
|------------------------|---------------------|---------------|---------------|---------------------|
| Salaries and Wages | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Fringes | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$123,476.06 | \$0.00 | \$0.00 | \$123,476.06 |
| TOTAL | \$123,476.06 | \$0.00 | \$0.00 | \$123,476.06 |

Revisions

COMMENTS

Reimbursement funds in the amount of \$123,476.06 received from Federal Emergency Management Administration (FEMA).

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City of Manchester New Hampshire

In the year Two Thousand and Six

A RESOLUTION

"Amending the FY 2007 Community Improvement Program, authorizing and appropriating funds in the amount of Twenty Three Thousand Six Hundred Twenty Five Dollars (\$23,625) for the FY2007 CIP 811407 Manchester VISTA Initiative Program."

Resolved by the Board of Mayor and Aldermen of the City of Manchester as follows:

WHEREAS, the Board of Mayor and Aldermen has approved the 2007 CIP as contained in the 2007 CIP budget; and

WHEREAS, Table 1 contains all sources of State, Federal and Other funds to be used in the execution of projects; and

WHEREAS, the Board of Mayor and Aldermen desires to accept additional VISTA funds in the amount of \$23,625 for expansion of the City's VISTA Program and concurrently reduce the amount of local funds required by \$25,348;

NOW, THEREFORE, be it resolved that the 2007 CIP be amended as follows:

By revising:

FY2007 CIP 811407 – Manchester VISTA Initiative Program -
From \$627,081 (\$539,275 Federal & \$87,806 Other) to \$625,358 (\$562,900 Federal & \$62,458 Other)

Resolved, that this Resolution shall take effect upon its passage.

//

CIP BUDGET AUTHORIZATION

CIP #: **811407** Project Year: **2007** CIP Resolution: **6/12/2006**
 Title: **Manchester VISTA Initiative Program** Amending Resolution: **11/7/2006**
 Administering Department: **Mayor's Office** Revision: **#2**

Project Description: **Americorp's VISTA/Manchester VISTA Project. Expansion of VISTA Program including administration and financial oversight.**

Federal Grants

Federal Grant: **Yes**

Environmental

Review Required: **No**

Grant Executed:

Completed:

Critical Events

| | | |
|---------------------------|--------------------|------------|
| 1 | Program Initiative | 09/17/06 |
| 2 | Program Completion | 12/31/07 |
| 3 | | |
| 4 | | |
| 5 | | |
| Expected Completion Date: | | 12/31/2007 |

Line Item Budget

| | FEDERAL | OTHER | | TOTAL |
|------------------------|---------------------|--------------------|---------------|---------------------|
| Salaries and Wages | \$346,008.00 | \$43,632.00 | \$0.00 | \$389,640.00 |
| Fringes | \$101,718.00 | \$0.00 | \$0.00 | \$101,718.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$5,250.00 | \$0.00 | \$0.00 | \$5,250.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$109,924.00 | \$18,826.00 | \$0.00 | \$128,750.00 |
| TOTAL | \$562,900.00 | \$62,458.00 | \$0.00 | \$625,358.00 |

Revisions

Revision #1 - changes Program Initiative date to 9/17/06.
 Revision #2- increases federal share by \$23,625 and reduces local match (other) by \$25,348.

COMMENTS

Funds in the amount of \$40,000 transferred from 810507 VISTA Coordinator and additional funds received from Corporation For National & Community Service. Column 1 - VISTA/Federal and Column 2 - Cost sharing/VISTA Program sites.

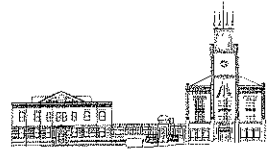


Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Members of the Committee on Community Improvement Program

From: Robert S. MacKenzie *(Signature)*
Director of Planning

Date: October 13, 2006

Subject: Health Department -- CIP #210205 -- Public Health Preparedness

The Health Department has requested that the completion date for Public Health Preparedness be extended from August 31, 2006 to June 30, 2007.

As such, we have prepared the appropriate revised budget authorization form.

Your review of these documents and a recommendation for approval to the full Board is respectfully requested.

Attachments:

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One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

CIP BUDGET AUTHORIZATION

CIP #: 210205 Project Year: 2005 CIP Resolution: 6/1/2004
 Title: Public Health Preparedness Amending Resolution: 5/16/2006
 Administering Department: Health Department Revision: 2

Project Description: Funding to upgrade the Health Department's preparedness for and ultimate response to bioterrorists, outbreaks of infectious disease and other public health issues.

Federal Grants Federal Grant: No **Environmental** Review Required: No
 Grant Executed: Completed:

Critical Events

| | | |
|---|--------------------|---------|
| 1 | Program Initiation | 9/1/05 |
| 2 | Program Completion | 6/30/07 |
| 3 | | |
| 4 | | |
| 5 | | |

Expected Completion Date: 6/30/2007

Line Item Budget

| | STATE | | | TOTAL |
|------------------------|---------------------|---------------|---------------|---------------------|
| Salaries and Wages | \$433,459.00 | \$0.00 | \$0.00 | \$433,459.00 |
| Fringes | \$150,775.00 | \$0.00 | \$0.00 | \$150,775.00 |
| Design/Engineering | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Planning | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Consultant Fees | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Admin | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Land Acquisition | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Equipment | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Overhead | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Construction Contracts | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Other | \$205,406.00 | \$0.00 | \$0.00 | \$205,406.00 |
| TOTAL | \$789,640.00 | \$0.00 | \$0.00 | \$789,640.00 |

Revisions

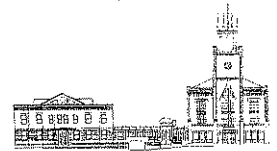
- Budget increased from \$710,746 to \$789,640 due to the receipt of additional grant funds.
- Completion date extended from 8/31/06 to 6/30/07.

COMMENTS

Original grant estimated to be \$750,000, actual grant amount received \$710,746, additional grant funds of \$78,894 increases total program budget to \$789,640.



CITY OF MANCHESTER Board of Aldermen



September 26, 2006

BOARD OF MAYOR & ALDERMEN

DATE: 10/3/2006

ON MOTION O'Neil

SECONDED BY Roy

The Honorable Board of Mayor and Alderman
One City Hall Plaza
Manchester, NH 03101

VOTED TO Refer to CIP Committee

Johnson
CITY CLERK *Depina*

Dear Colleagues:

A recent discussion with a neighbor about who in city government is responsible for removal of a tree stump has prompted me to write this letter. I am writing to the Board regarding the responsibility or jurisdiction of city departments with respect to city facilities and the city right-of-way.

Webster's defines a facility as "a building, room, etc...for some activity". When the BMA created the Facilities Division of Public Works, it was and is my belief that it was to include all city facilities with the exception of the Airport, Environmental Protection Division of Public Works and the Manchester Water Works. The reason for those three exceptions was that each of those departments have professional engineers on staff. I do not recall exempting departments because they were funded as an enterprise department.

I have watched Manchester School Board meetings regarding school buildings/sites and observed three separate City departments (Public Works, Parks, Recreation & Cemetery, and HR) having to speak about their respective responsibility with regards to one city school. It is confusing, can lead and has led to lack of coordination, and in my opinion, can also lead to additional costs to the School District and the citizens of our City. I believe this same approach is used for city facilities and in my opinion with the same results. It is time that the BMA clearly defines who has jurisdiction for municipal and school facilities. We can not have multiple departments with multiple jurisdictions.

The other area of concern to me is the public right-of-way. Again, we have multiple departments with various responsibilities. Public Works (Highway Dept.) is responsible for maintaining city streets and sidewalks with the following exceptions. Parks, Recreation and Cemetery is responsible for grass/weed growth and control in and around the traffic islands at city intersections or along city streets. I don't know who is

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Board of Mayor and Aldermen
September 21, 2006
Page 2

responsible for clean up in or around these traffic islands. Parks and Recreation is also responsible for cutting/trimming trees in the right-of-way but yet Public Works is responsible for removing the stump that is left. Until recently, we had a third department, Traffic, who had responsibility in the right-of-way. The bottom line is that multiple jurisdiction of the same municipal asset can not be in the best interest of the citizens of our city.

I ask the BMA to refer these two issues to an appropriate committee for review and recommendation,

Sincerely,

A handwritten signature in dark ink, appearing to read "DAN", with a stylized flourish at the end.

Daniel P. O'Neil
Alderman at Large



| | |
|---------|------------|
| Prop.#: | 06007062SO |
| Date: | 7/25/2006 |
| S/O #: | |
| D/B: | |

| | | | | |
|---------------------|------------------------------|-------------------------|--------------|----------|
| Attention | Title | Telephone and Extension | Fax | |
| Mr. Red Robidas | Security Manager | 603-624-6543 | 603-628-6065 | |
| Mailing Address A | Mailing Address B | City | State | Zip Code |
| One City Hall Plaza | Human Resources | Manchester | NH | 03101 |
| E-Mail Address: | rrobidas@ci.manchester.nh.us | | | |

CCTV System

| | | | | |
|---------------------|-------------------------------|--------------|-----------------|----------|
| Site Bldg Name | Site Street Address | Site City | State | Zip Code |
| City of Manchester | One City Hall Plaza | Manchester | NH | 03101 |
| Site Contact Person | Site Telephone and Extension: | Site Fax | Salesperson | |
| Mr. Red Robidas | 603-624-6543 | 603-628-6065 | Stacey A. Oikle | |

[illegible]

| | |
|-----------------------|-------------|
| Equipment investment: | 11,076.00 |
| Installation: | 1,560.00 |
| Total investment: | \$12,636.00 |

Applicable Sales Tax And
Permit Fees Not Included

Warranty: The above equipment and installation carries our **36-month** warranty, covering all PARTS, LABOR and TRAVEL. This warranty does not apply to equipment failure or services rendered due to misuse, tampering, operator error or Acts of God.

| | | | |
|---------------|----------|--------------------------------------|-------------|
| Terms: | Deposit: | None Required | \$0.00 |
| | Balance: | Due 30 Days from Completion of Work: | \$12,636.00 |

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers fully covered by Workmen's Compensation insurance.

Note: This proposal may be withdrawn by us if not accepted within: 30 Days

PELMAC Ind., Inc. Authorized Signature

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ Customer Signature: _____ Title: _____

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Robert S. MacKenzie, AICP
Director

CITY OF MANCHESTER

Planning and Community Development

Planning
Community Improvement Program
Growth Management



Staff to:
Planning Board
Heritage Commission
Millyard Design Review Committee

Memo to: Committee on CIP

From: Robert S. MacKenzie *RS*

Date: October 17, 2006

Subject: Funding Request-Way Home

As the Committee may be aware, several City Departments, in particular the Health Department, have been focused on mitigating the impacts and hazards associated with lead based paint found in many of the City's older buildings. The City has closely partnered with several non-City organizations in efforts to meet the challenges brought by this problem. The Way Home, through a contractual agreement to operate the City's Housing Rehabilitation /Lead Hazard Program has been working to remove identified lead based hazards and create safe lead safe units for City residents. They have also assisted the City by taking a lead role in response to the recent and unprecedented lead based paint blood poisoning of 17 Somali children living in a multi-unit apartment building on Lake Avenue.

Towards this end, the Way Home has requested funding from both the Bean Foundation and the City to help pay for the costs associated with their efforts to assist the affected families obtain safe housing and proper care. The funds will also be used to pay for staff for the Way Home to educate the many other low income Somali families mainly residing in the inner city, become knowledgeable about lead paint hazards and other environmental and health issues. According to Mary Sliney, additional funding will allow them to respond to the specialized needs of the Somali Bantus whose children have been shown to be quite susceptible to lead poisoning which within their culture is essentially an unknown concept.

Attached for the Committee's review is a copy of the Way Homes funding request.

Attachments:

15

One City Hall Plaza, Manchester, New Hampshire 03101
Phone: (603) 624-6450 Fax: (603) 624-6529
E-mail: planning@ManchesterNH.gov
www.ManchesterNH.gov

**Emergency Lead Poisoning Intervention
of Six Somali Bantu Families**Approximate Relocation Time Period - 3.66 months
August 10, 2006 - November 30, 2006**Revenue**

| | | | | |
|--|-----------------|-----------------|-----------------|-----------------|
| City of Manchester Welfare Department | \$700 | | | |
| City of Manchester Health Department | \$10,000 | | | |
| City of Manchester Community Improvement Program | \$14,390 | | | |
| State of NH Homeless Prevention Programs | \$14,250 | | | \$14,250 |
| Request to Endowment for Health | \$12,500 | \$12,500 | | |
| Request to Bean Foundation | \$12,500 | \$12,500 | | |
| Total Revenue | \$64,340 | \$25,000 | \$25,090 | \$14,250 |

Expenditures

| | | | | |
|--|-----------------|-----------------|-----------------|-----------------|
| Emergency Intervention - Motel Costs | \$1,483 | | \$1,483 | |
| Relocation Moving Costs to and from Relocation Units | \$4,125 | \$300 | \$3,825 | |
| Rental Assistance in Lead-Safe Apartments | \$16,532 | \$8,000 | \$8,532 | |
| NH Rental Guarantee to secure relocation units | \$11,250 | | | \$11,250 |
| Manchester Health Dept Community Health Nurse, Translator | \$7,000 | | \$7,000 | |
| TWH Housing Counseling Services - 300 hrs @\$30/hr | \$9,000 | \$3,000 | \$3,000 | \$3,000 |
| Translators working with The Way Home staff | \$2,500 | \$1,250 | \$1,250 | |
| Training / Stipend for a Somali Woman as Healthy Home Peer Educator | \$3,750 | \$3,750 | | |
| Cleaning Supplies, including 6 HEPA Vacs | \$2,000 | \$2,000 | | |
| Intensive Lead Dust Reduction Cleaning of Babysitter Homes | \$1,600 | \$1,600 | | |
| Replace Food Contaminated by Health Hazards in the Home | \$1,200 | \$1,200 | | |
| Other Supports for Families including transportation to work and childcare | \$3,900 | \$3,900 | | |
| Total Expenditures | \$64,340 | \$25,000 | \$25,090 | \$14,250 |

15

Project Title: Steps to Safe Housing for Resettled Immigrants & Refugees

Name of Applicant: The Way Home

Project Contact: Mary Sliney

A. Applicant Organization, Program, Goals. The Way Home, known as a homeless prevention service agency, has helped over 8,000 families and individuals with their housing related needs since opening in 1988. Our first program, a fund for the security deposit needed to rent decent housing, is successful because it is tied to a housing counseling program which teaches responsibility. We have written contracts for nearly 3,750 security deposits and rental guarantees, totaling over \$1.6 million. Our housing advocates work with families at risk of homelessness to help them succeed in rental housing. We build skills and responsibility with the highest risk tenants through our Steps to Success skills training. Our Healthy Home Services program works with landlords, tenants, public health officials to help them address housing conditions related to child health issues. Our Housing Resource Center has added seven transitional housing apartments for homeless families to our Steps to Success program.

Mission: to assist lower income families and individuals obtain and keep decent, safe and sanitary rental housing, focusing our efforts in the Greater Manchester area, through:

- a. providing direct housing-related services;
- b. establishing a supportive, long-term relationship with low-income clients;
- c. acting as an advocate for low income housing problems/issues.

Our Guiding Principles. The Way Home uses a peer educator empowerment model to help families at risk of homelessness take effective action to improve the lives of their own families and to use their experiences to help others. We create an atmosphere that is welcoming and supportive. By combining self-help with a supportive community, we reach out to families stressed by poverty and homelessness.

B. Identification of 20 Lead Poisoned Children in a Lake Ave, Manchester Apt Building Results in Emergency Relocation of 6 Somali Bantu Families - On August 9, 2006, The Way Home participated in an emergency meeting at the City of Manchester Mayor's Office, hosted by mayoral assistant, Sean Thomas, and convened by Health Officer Fred Ruscsek. Participants in the meeting included Welfare Commissioner Paul Martineau, Building Department Commissioner Leon LeFrenier, City Planner Meena Gyawali, and agency /program directors from Manchester Neighborhood Housing Services, Manchester Housing and Redevelopment Authority, Families In Transition and The Way Home. The nonprofit housing providers were asked by Manchester Health Department to assist 6 families residing in a single apartment building on Lake Ave in Manchester, NH to relocate to lead-safe housing. The move was urgent because 20 children residing in the building were lead poisoned. Dr. Laura Emmic, pediatrician with the Manchester Community Health Center spoke to the group about the urgency for help for these families, all of whom were resettled Somali Bantu. One child was currently in the hospital for chelation therapy. Several other children were being considered for chelation. Blood Lead Levels ranged from 5pts higher than the Center for Disease control level of concern (10 ug/dl) to 3, 4, and even 6 times that level. The NH Childhood Lead Poisoning Prevention environmental inspectors had already issued an abatement order on one of the units. (Over the next ten days, abatement orders, triggered by children having blood lead levels over 20 ug/dl, were issued on the remaining 5 apartments, the exterior, and the soil in the yard around the building.) The Way Home offered to work with city officials and health care providers to help the families relocate to

lead-safe housing. The other nonprofit housing providers were asked to see if they could free up one or more units of housing for a two month relocation period. Manchester City Welfare indicated that families that could be assisted if they were found eligible.

The relocation process became very complicated and many lessons were learned. Complications included: an infestation of cockroaches and bedbugs adding to the health hazards, the language barriers and cultural misunderstandings, unrealistic expectations the families had of the agencies, the high cost of safe housing units, a support network also living in lead contaminated housing, confusion of "poisoning without visible symptoms", lack of transportation to jobs and services.

Intensive and Immediate Response in spite of barriers. The Way Home drew upon all of its program areas, Healthy Home Services, Housing Counseling, Steps to Success Coaching, and Transitional Housing.

Emilia Belouin, Healthy Home Services Director, and her staff called landlords and inspected perspective relocation apartments to determine if the conditions would be free enough of lead paint hazards. Over 14 apartments in the neighborhoods familiar to the families were checked. Since the families had been paying between \$550/month and \$675/month for rent, it was impossible to find apartments in the same price range. The children needed lead-safe housing, but their neighborhood has the highest concentration of housing units containing lead paint hazards. The other nonprofit housing providers reported that their units were occupied and that they have extensive wait lists. The only facility set up to include temporary relocation for lead poisoned children is The Way Home's transitional housing at its 214 Street facility, a half block from the 242 Lake Ave Apts. With only one apartment available, The Way Home gave priority to the family with the hospitalized child. The family has to have a lead-free home for the child to be released from the hospital. The family will remain at The Way Home until permanent lead-free housing is found.

On Thursday evening, August 10th, several translators were found to assist The Way Home Housing Counselors to talk with the families at their Lake Ave apartments. Meena Gyawali volunteered her time to help with the City Welfare application while Housing Counselors obtained basic family and income information to assist with the housing related needs. They explained the urgency of the move and indicated that safe apartments were found on Laval Street. Though those apartments were a little more expensive, the landlord was willing to lease the units for the two month relocation period. Many other property owners were not willing to do short term rentals. The families did not want to move out of their neighborhood. Several of the mothers walked their children to babysitters in order to get to work for early morning shifts in local hotels. We agreed to keep trying to find safe units for them. By 5 pm Friday, August 11th no other units were found. Since the Laval Street units would not be ready until Monday or Tuesday the following week, the families were relocated to hotels. During the conversations with the families during these two days, The Way Home Housing Counselors, our Peer Educator, and Healthy Home Services staff learned that the belongings of the families were infested with cockroaches. The families had to leave most of their belongings in the Lake Apt building until after an extensive extermination process. Because of a bedbug problem, their beds and bedding had to be left behind. Staff and volunteers worked to obtain donated and discounted items for the families to use in the relocation apartments. Costs incurred included replacing contaminated food items. By August 19th five families were settled into Laval Street and one family into The Way Home's 214 Spruce Street facility.

The children were only partly safe from lead paint exposure. The relocation apartments did not have lead hazards. But the families do not stay indoors. These six individual families have extended family living in older housing units in Manchester's center city neighborhoods. They visit and eat communal meals at each other's homes. Additionally, some of the children are babysat by other families while their moms work. The babysitting housing units had to be checked as well. The Manchester Health Dept community health nurses, Sue Gagnon and Kathy Capistran visited the apartment of the babysitter of the three children who were being considered by their pediatrician for outpatient chelation therapy. Chelation leaves the body hungry for minerals – and increases the likelihood of absorption of lead (masking as Calcium or Iron) if the child is not in a completely lead-safe environment. The Way Home staff members were relieved to find out that the Manchester Health Department was keeping the children's doctor informed and advised against chelation until the rest of the children's environment could be made safer. The NH Childhood Lead Poisoning environmentalists checked the babysitting units and met with The Way Home's Healthy Home Services staff to see if in-home interventions could be provided so that the exposure to the lead hazards could be reduced. Plans were developed by 8/31/06.

During all of these steps to help the get the children into a safe environment – to stop the exposure to lead hazards, The Way Home's Healthy Home Services staff were negotiating with the Lake Apt owner's property management company to expedite the abatement process. First, the extermination had to be completed so that families could have the rest of their belongings and so that the lead risk assessor could get into the building to generate a hazard report which contractors will use in preparing their estimates on the lead abatement work. The estimates should be completed so that contracts can be signed and work begun by the end of September. This process is extending the relocation time to the end of November. Families have the option of returning to their Lake Ave apt building – the soil, exterior, and interior will be abated.

During these two weeks, the high number of children lead poisoned at the same time in a single building made local and New England news. The Region I EPA staff who investigated the Manchester death of a child from lead poisoning in 2000 (first U.S. death in 10 years) called to have the opportunity to interview the families. Other EPA and HUD investigators were already meeting with the property management company to check on lead disclosure. We were aware that media and even EPA interviewers could further disrupt the families' lives. The Way Home staff were still outsiders. We were also aware of the history of oppression of the Somali Bantu, that their language Maay Maay, though some Swahili-speaking translators can make themselves understood, that there may be issues of trust with Somali translators. We also found that these families were from the 2004 resettlement and that three of the families migrate to Manchester from other resettlement communities.

The first two weeks of the emergency relocation were chaotic and exhausting, filled with frustration, miscommunication, and failed expectations for most everyone involved. At The Way Home, we kept asking "why are we working in a manner that goes against our basic values of empowerment and mutual self-help?" "Did the health emergency put us into the role of making these families refugees again?" "How can we help them make the relocation apartments feel like home?" "When will the exterminators get the job done so that families can get their belongings?" "Are we doing too much or not enough?" "How can the families work with us when they don't yet trust us?" "How can we be better teachers – without violating cultural and family values?" "Are the families ready to make adjustments keep their children safe?"

The break through for The Way Home Housing Counselor Dianne Pitts came on Friday, August 25th, when one of the mothers was so frustrated with relocation unit that she called up Nassir from the Somali Community Center and brought him to The Way Home's office as her translator. She was not convinced that we tried hard enough to find apartments in the center city neighborhood. She was going to find an apartment and we were going to help her family relocate back to their old neighborhood – never mind waiting for the lead abatement. She would take another apartment as long as it was in her old neighborhood. We knew from working the Manchester Health Department staff, that all of her five children were poisoned and that her 4 year old, 3 year old, and 1 year old were being considered for in-home chelation therapy now that they were in a lead-safe apartment. While she was ready to take charge, we were going to be ready to help her make decisions that would keep the children safe. Dianne Pitts met with her and, through Nassir, asked if she could go back to Laval Street with her and talk with all of the families. They then had a two hour family (five family) meeting with Dianne fielding questions, concerns, angry emotions, and more questions. After a while the mothers sent the men off, even the translator, so that they could talk to Dianne mother to mother.

From that point forward The Way Home staff were able to begin a true intervention / prevention process that would include the families as partners.

C. Stages of the Plan and Proposal.

Stage 1: This proposal is being submitted for funding to the City of Manchester Community Improvement Program, the Norwin S. and Elizabeth N. Bean Foundation, and the Endowment for Health for discretionary funding to used for both emergency intervention, support services, and primary prevention / education assistance to the six families of the lead poisoned children during the estimated 15 week relocation period. The plan is detailed in Section D.

Stage 2: This proposal acknowledges the need for a second level of activity that requires more extensive planning, inter-agency collaboration, and strategic review of public policy. Lessons learned while working with the Somali Bantu families will be valuable. While work in this second stage has been ongoing, it will intensify during September - December 2006. Staff of The Way Home will continue to work with a number of groups and individuals on issues related to preventing the lead poisoning of children. Staff support for our work in the Emergency Intervention / Prevention will help us free up staff time for the broader effort. Some of the critical points – opportunities / threats:

- Solutions are expensive and involve private property issues
- Solutions have to be carefully crafted so that the focus is on cleaning up lead hazards to protect all kids, especially those at greatest risk, regardless of national origin
- It is not a "refugee problem," it is an "industrial waste" - environmental hazard problem
- It is not a Manchester problem, but a statewide problem of older housing units with deteriorating lead paint and contaminated soil (from paint and leaded gasoline)
- Some regulations and laws currently in place could be more effective, some changes could be helpful – but concerns about the loss of affordable housing challenges efforts
- A coordinating council of leaders needs to meet with the diverse experts in the field and take ownership of a unified strategic plan of action.

Though timing is off for planning / public policy grant writing, The Way Home wants to begin a process with the Endowment for Health and the NH Charitable Foundation, and other key community partners, to create a NH Childhood Lead Poisoning Prevention Leadership Council.

This Council needs to be organized in a manner that can help it work effectively with and coordinate efforts of the public and private groups, such as local lead action committees, City planning depts., local and state health departments, child health advocates, nonprofit housing advocates, who are already designing and working on strategies in their own areas. Other key players need to be brought to the table and their time and skill used effectively. It is time to recognize that childhood lead poisoning is at once a child health issue, a housing issue, an education issue, and an economic issue. While the Council needs to communicate and work with the “regulated community” (private property owners, realtors, and contractors), strategies and priorities need to be prepared before coming to the table to negotiate. Some voices of the “regulated community” want to maintain the status quo for fear of losing money in their investment in a piece of New Hampshire’s housing stock

D. A Four Month Plan to Empower Six Resettled Somali Bantu Families with the Skills and Resources to Protect their children from Lead Hazards in our housing stock.

Goals and Action Steps

- 1) Problem-solving with Families on ways to make the best use of temporary housing units
 - Coordinating solutions on new transportation needs: work and childcare
 - Coordinating with the Manchester school busing of homeless (in this case, displaced) children to the school of their prior neighborhood
 - Adapting safe-pest management tools into communal family life-style
 - Teaching skills used by other poverty-stricken Manchester families
 - Obtaining short-term rental assistance from City and Private funders so that families can use limited incomes for other needs including: replacing food & other belongings lost to pest/lead contamination, meeting new transportation costs, increasing nutritional content of food, catching up on utility bills to remove barriers of securing alternative lead-safe permanent housing
 - Calming families fears and reducing stress on families so that good decision making can take place while children are officially living in lead-safe housing (notes: their extended families are not in safe housing and our lack of use of Manchester City Welfare is related to this action step.)
 - Helping families understand the limitations of our systems and resources and to work with us through a painful, confusing, and difficult process so that they do not give up and move into lead contaminated housing
- 2) Problem-solving with Health providers on helping families keep their children lead-safe Manchester Health Dept community nurses
 - Structure coordination of efforts with community health nurses and The Way Home staff
 - Keep strategies tailored to nutritional needs at specific blood lead levels of children
 - Help health providers support the family values of communal meals sitting in circles on the floor, children playing freely outdoors, and families visiting relatives and friends – while assisting with appropriate strategies to keep children safe from lead contaminated soil and lead paint deteriorations in housing of relatives and friends

- Help the Manchester Health Dept staff join a family circle and then a woman's only circle in the Laval Street temporary relocation homes – so that the families can express their medical concerns directly with the community health nurse, assisted by appropriate translators, and with The Way Home's Dianne Pitts and Regina Letares
- Bring key staff from Manchester Health Dept's community nursing and The Way Home's housing counseling programs together at the Manchester Health dept on Thursday 9/6 at 10:00 am to discuss communication, medical needs of refugee children, etc.
- Work with the Manchester Health Dept on their plans for the Somali Education Night to be at the MHD at 4:00 pm with Nasir, you folks and Dr. Emmick, Manchester Community Health Center pediatrician working with many of the lead-poisoned children from these families
- Develop a process so that the Manchester Health dept can better assist our Housing Counseling team with communication with the other pediatric groups working with these children and with other children facing similar risks.
- Identify neighborhoods where other children with similar risk factors, including the extended families of these lead poisoned Somali Bantu children, reside for inclusion in the 9/19/06 -9/21/06 high intensive targeted door-door screening of children for elevated blood lead levels, visual housing inspections, and in-home education of families – carried out in partnership with MHD and The Way Home
- Build educational alliances with nutrition programs through UNH cooperative extension, WIC, food stamp programs, etc

3) Problem-solving / assisting on securing permanent lead-safe housing

- Work with each individual family to discern their goals for permanent housing: a) either stay in the relocation units until the abatement of the Lake Ave Apt building is completed, then return to Lake Ave apts; b) stay at Laval Street as a permanent residence; c) move as soon as appropriate housing is found
- Help families plan action steps with thorough awareness of the strategies to lower the blood lead levels of their children and to stop further exposure to hazards
- Help families learn household resource management skills that include the budgeting of cash and non-cash resources
- Help families learn how to work with community resources as partners so that families do as much as they can on their own while understanding and working with the limitations of other public/private resources
- Honoring their Somali Bantu community values and network while helping on issues that are the same for other low income families – the common issues of poverty – and the special issues facing kids with special health needs
- Providing our usual housing counseling services and steps to success coaching with increased cultural and language competency

4) Assisting families with skills and resources to create healthy homes for their children

- Determining if families are ready to adjust behaviors that make it difficult to keep / get pests out of the home
- Developing connections with the enforcement, regulatory, legal-service entities who have a role in ensuring access to safe housing
- Teaching landlord communication skills and also the balance of the role of the tenant and the role of the landlord in safe-pest management

- Keeping lead-safe housing strategies front and center while working on these other strategies (note: at least one of these families received home health visit in spring 2006 because of an asthmatic condition of at least one child – cockroaches are one of the triggers addressed with healthy home strategies to reduce asthma episodes)
- Provide hepa filter vacuums for the use of families in their primary residences and for use in the homes where their children spent a significant amount of time
- Provide intensive lead-dust reduction cleaning and temporary cover-up of surfaces with deteriorating lead paint in homes where children spend their time (steps that can be done without involvement of property owner)
- Teach families, babysitters, and extended family network the basic self-help skills and assist by providing basic in-home lead dust reduction, safe-pest management resources
- Teach families the skill of visual inspection of hazards and the importance of finding outdoor play areas that are less likely to be lead contaminated
- Ask the city to facilitate the testing of soil in and around housing units and play grounds

5) Empowering the Families as childhood lead poisoning prevention spokespersons

- As the daily life of the families calm down and healthy routines are established, continue to build relationships of mutual trust and respect
- Teach families about the importance of their voice in motivating public will to tackle this complex and costly social problem
- Keep the focus on the lead contamination of our housing stock – so that the victims are not blamed because their positive family values and the impact of special health, including malnutrition, needs of their children caused by African refugee camp misery and continued by American poverty
- Walk with families on this journey so they continue to care for their own children while helping to change the systems that contributed to their poisoning

The budget has identified the cost areas: material resources, staff time, contracting with translators, partnering with Manchester Health Dept community nursing, and hiring a new peer educator culturally/language competent to be accepted by the families who can join our housing counseling / peer educator team to work with us after the 15 month intervention process as we continue to seek out other families with children at high risk of lead poisoning. I have added in an agency indirect cost rate of 10% to the initial draft budget. Though the proposed budget only takes this effort through November 30, 2006, The Way Home will be seeking additional financial support to continue this work through out 2007. We need a brief period to step back and assess this effort and put it into the larger perspective of meeting our agency mission for full diversity of our client base, including but not exclusively focused on the Somali Bantu community. We also are seeking to be part of a team of community leaders to take time to put all of the lead hazard control and childhood lead poisoning prevention strategic actions plans into a cohesive and well coordinated effort that involves both City and State-wide actions.

We will continue building upon the woman-to-woman conversations as well as building skills and trust with all the responsible adults. Our key staff working with families are Dianne Pitts, 16 years of housing counseling experience, recognized as a “wise mother figure,” Regina Letares,

peer educator specializing in safe-pest management and lead poisoning prevention – a local grandmother figure, Izet Hamidovich, a trained housing counselor and community builder who is also a Moslem Bosnian refugee (giving him entry to build trust), Murenzi, our housing counselor and steps to success coach who is an asylee from central Africa: Rwanda/Congo. While we are working with translators through the various refugee / immigration groups, we are actively seeking a woman to join our team. Amy Roach from Lutheran Social Services has indicated that they have received a resume of a woman seeking to move from Maine to southern NH who may be a good candidate.

We will be collaborating with the Mayor's office, the Manchester Health Department, the efforts of the Greater Manchester Social Service Agencies, the work of the resettlement agencies to bring childhood lead poisoning prevention into the agendas of those focusing specifically on concerns of refugee families. The City of Manchester with its AmeriCorps/VISTA program has recently brought on board (8/21/06) Ann Bandina, who shares the African refugee experience. One of her first roles will be to help the City create a five person refugee advisory team (possible members have been identified from Bosnia, Somalia, Ivory Coast, and Russia) to develop and provide leadership for a steering body of about 15 members. A consultant has been identified to help the group write grants. This group will interface with the Mayors refugee task force which was composed of representatives from 5 or 6 major departments.

We are also collaborating with organizations focusing specifically on the Call to Action to End Childhood Lead Poisoning:

- Manchester Health Department's child health and environmental health programs as well as two groups convened by MHD: Healthy Manchester Coordinating Council and Greater Manchester Partners Against Lead Poisoning (GMPALP)
- Dartmouth Toxic Metals Project – which began a collaboration with the Manchester Health Dept about 4 years ago
- Manchester Planning and Development Department's Community Improvement Programs Lead Hazard Control program – with some funds to assist property owners
- The new "Workgroup" of bankers and other community partners convened to assist The Way Home and funding partners to design the policies and procedures of the new form of financial assistance to property owners – a lead-safe window replacement revolving loan fund, for which the Bean Foundation provided seed money – July 2006
- The NH Childhood Lead Poisoning Prevention Program Advisory Committee and the local Lead Action committees in Franklin, Laconia, as well as Manchester's GMPALP
- The Way Home's own work to help the city build its capacity by facilitating contractor training and convening lead-safe & lead-abatement contractors to develop a trade association – first meeting is schedule for 9/18/06.

New Alliances are being developed with child advocacy networks. Attached are the initial correspondences to submit an Action Step Proposal to the Child Advocacy Network of the NH Children's Alliance.

A more detailed time line and evaluation process will be developed by 9/15/2006. The attachments are provided to place this Emergency Intervention / Primary Prevention Effort in a large context.



CITY OF MANCHESTER

Office of the City Clerk



Leo R. Bernier
City Clerk

Carol A. Johnson
Deputy City Clerk

Paula L-Kang
Deputy Clerk
Administrative Services

Matthew Normand
Deputy Clerk
Licensing & Facilities

Patricia Piecuch
Deputy Clerk
Financial Administration

MEMORANDUM

TO: Thomas Arnold
Deputy City Solicitor

FROM: Matthew Normand 
Deputy City Clerk

DATE: August 15, 2006

RE: Legal summary

Please be advised that in an action taken by the Committee on Community Improvement at a meeting held on August 14, 2006, it was requested that the Solicitor's Office report back to the Committee with a brief summary of the legal differences between a street discontinuance and a "release and discharge" of a street. As you know, the issue arose as items 20, 21, and 22 were discussed during the meeting. I have enclosed a copy of the agenda items for your convenience.



Kevin A. Dillon, A.A.E.
Airport Director

One Airport Road
Suite 300
Manchester, NH
03103-3395
Tel: 603-624-6539
Fax: 603-666-4101
www.flymanchester.com

05 October 2006

The City of Manchester
Board of Mayor & Alderman
One City Hall Plaza
Manchester, NH 03101

Re: Discontinuance of Pamela Circle Off Brown Ave.

To the Honorable Board:

I am requesting the consent of the Board of Mayor & Alderman to accept this request for the discontinuance of Pamela Circle. The road is located off the intersection of Brown Avenue and Hazelton Avenue, and is further identified by the attached subdivision plan of Lot 7 & 7A, Map 710 as recorded in the county of Hillsborough Registry of Deeds as plan # 16516. All of the related homes in the subdivision were acquired by the Airport and removed, as required by the Federal Aviation Administration, to protect the Runway Protection Zone associated with Runway 6. The road should be removed from City records and from the scheduled City's Highway maintenance route.

Therefore, I respectfully request that for the accommodation of the public the Manchester Board of Mayor and Alderman accept the discontinuance of Pamela Circle.

I will be available to answer your questions regarding this request at the next Board Meeting scheduled for Tuesday, November 14, 2006. I thank you for your time and consideration.

Sincerely,

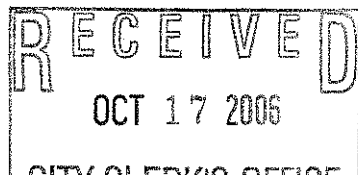
A handwritten signature in cursive script that reads 'Kevin A. Dillon'.

Kevin A. Dillon, A.A.E.
Airport Director

Enclosure

KAD/mjv

Cc: David Bush
Richard S. Fixler

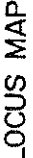


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BOOK NO PAGE 25
JOB NUMBER 063

TELEPHONE 803-228-1643

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SUBDIVISION PLAN OF LAND OF GENOVEFF, ALIBRANDI, BY WALTER F. ONEILL
SEPTEMBER 19, 1981

HEREBY CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND HAS A MAXIMUM ERROR OF CLOSURE OF 1/10,000 ON ALL PROPERTY LINES IN AND BORDERING THE SUBJECT PROPERTY.

MANCHESTER
St. Francis Church: 3221 Brown Ave. Manchester N.H. 03104
Stephen B. Coon Wright, 3316 Brown Ave., Manchester N.H. 03104
Rose A. Harris, 14 Devot Street, Manchester N.H. 03104
Richard LaBerge, 3332 Brown Ave. Manchester N.H. 03106
Kiro Construction: 9 Pepperidge Drive, Manchester N.H. 03104
Nino Isenbarg, 3353 Brown Ave. Manchester N.H. 03104

Lot 5 Norman Leavitt, Old Coffee Road, Deerfield N. H.
Lot 7 Nina Isenberg, 3333 Brown Ave., Manchester N. H.
"C" Resided of Ducks, Marble, N. H.

On April 1st, 1904, the following was received from the U.S. Fish Commission:

W. G. Howard, Inc.
W. G. HOWARD INC. BOW, N. H.

LAND SURVEYING
TOPOGRAPHIC MAPPING
SEPTIC SYSTEM DESIGNS
SITE PLANNING
CONSTRUCTION LAYOUT
SUBDIVISIONS



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

October 18, 2006

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: PETITION TO DISCONTINUE PAMELA CIRCLE

Dear Committee Members,

We have reviewed the referenced item and have found the following:

Pamela Circle was dedicated by a subdivision plan entitled "Subdivision of Lot 7 & 8, Map 710" approved April 6, 1984 by William G. Howard, L.L.S. No formal acceptance by the Board of Mayor and Aldermen was found.

The street was built and maintained by the City of Manchester. The airport expansion required the elimination of these of homes and the street. The Highway Department would support a discontinuance of the street.

Sincerely,

Frank Thomas, P.E.
Public Works Director

MJM
cc: File



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

October 16, 2006

CIP Committee
Committee of Administration
Board of Mayor and Alderman
1 City Hall Plaza
Manchester, NH 03101

RE: MER Vehicle Bids

Dear Committee Members:

As requested by the CIP committee, we went out to bid for several vehicles to fulfill the FY07 MER budget allocations. Bids were mailed out to nine (9) automotive dealerships (two within the City), and three (3) equipment dealers.

Bids were opened and reviewed on October 5th. Only one automotive vendor and one equipment vendor responded to the bid.

After reviewing the bids, we have found no advantage of purchasing or bidding in this manner. We gained no advantage in "bulk" purchasing, because no further discount was offered. Due to the time entailed in compiling the bids, equipment costs and model year vehicles are no longer available, driving our costs up, from what was quoted to Departments in July. The current (only) bidder did not bid on all vehicles that were requested. Therefore, based on all these factors it is our recommendation that we not accept the bid, and that we be allowed to go forth with purchasing off the State contracts.

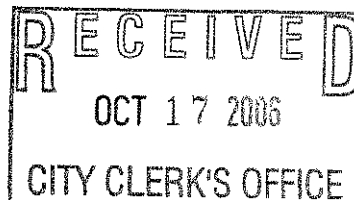
I will be available at your next meeting to address any questions you may have on this matter.

Sincerely,

Mindy Salomone-Abood

Mindy Salomone-Abood
Public Works Purchasing Agent

Cc: Kevin A. Sheppard, Deputy Public Works Director





City of Manchester

Department of Highways

Facilities Division

275 Clay Street
Manchester, New Hampshire 03103-5613

(603) 624-6555 Administrative Office
(603) 624-6562 Fax

Frank C. Thomas
Public Works Director

Kevin A. Sheppard
Deputy Public Works Director

Timothy J. Clougherty
Chief Facilities Manager

September 12, 2006

Honorable CIP Committee Members
C/o Ald. Michael Garrity, Chairman
One City Hall Plaza
Manchester, NH

Re: Vehicle Transfers

Dear Committee Members:

The purpose of this memo is request surplus vehicles be assigned to the Facilities Division for current employees.

The first request would formalize transfer of a vehicle from Welfare to the Facilities Division for our Clerk of the Works. The Clerk travels to various jobsites throughout the day in order to check progress of capital improvement projects. The vehicle was temporarily assigned to our Division and your concurrence would make this official.

The final request is for acquisition of a surplus vehicle for our Building Automation Specialist. Ideally, this individual would be equipped with a van to accommodate various tools; however we understand that this is not in the current budget. The position was created last year and no provisions were made for vehicle acquisition at the time. It is our intention to request such vehicle for the FY 08 budget.

Sincerely,

Timothy J. Clougherty
Chief Facilities Manager

Cc: Frank C. Thomas, P.E.
Kevin Sheppard, P.E.

August 17, 2006

City of Manchester
Board of Mayor and Alderman
One City Hall Plaza
Manchester, N.H. 03101

Re: Property: 1381 Union Street
Owner: Burbank
EPD Acct: 112597-16836
WW # 113107-16836

Ladies and Gentlemen:

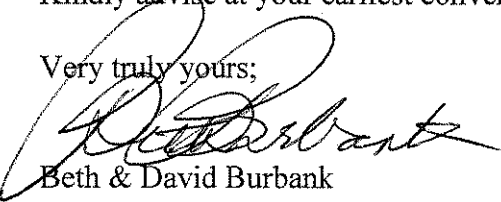
We received an outrageous water bill in June and had the Water Works send someone to the property to determine why such a large increase as there had been no changes at our residence. A determination was made that an old underground pipe used to service the gardens had broken therefore releasing water in the ground without our knowledge.

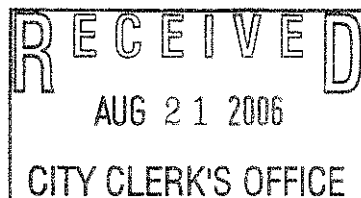
The bill is typically in the \$ 35.00 range for both sewer and water. Now we have received an outrageous bill for the sewer which we understand is based on the water consumption, not actual processed sewerage. There was no increase in sewerage use there fore we should not be penalized by having to pay the higher amount. Please note also we anticipate this may happen again this month as we did fill a 3' tall 18' by 18' pool.

Our sewer bill typically runs about \$35.00 to 40.00. We request an abatement be made reflecting only those normal fees that we are charged. In regards to the water bill, we request an abatement reflecting only those reasonable charges normally incurred at our property roughly \$ 36.00.

Kindly advise at your earliest convenience. Thank you

Very truly yours;


Beth & David Burbank
1381 Union St.
Manchester, N.H. 03104



↑ DETACH HERE ↑

↑ DETACH HERE ↑

CUSTOMER DAVID BURBANK

SERVICE ADDRESS 1381 UNION ST

BUSINESS OFFICE MANCHESTER WATER WORKS
281 LINCOLN ST
MANCHESTER NH 03103-5093
(603)624-6494 8am-4:30pm

ACCOUNT NUMBER 113107-16836

CYCLE/ROUTE 02-06

| | Service Period | Days | Meter Number | Mult | Units | Current | Previous | Usage | |
|---------|--------------------|---------|--------------|-----------------------|-------|---------|----------|-------|----|
| WA | 3/09/05 | 6/03/05 | 86 | 27194613W | 1.000 | CCF | 1049 | 1036 | 13 |
| Service | | | | Consumption | | Charge | | Total | |
| WA | WATER | | | | | 15.50 | | 15.50 | |
| WM | METER SVC CHG 5/8" | | 3/09/05 | 6/03/05 | | 19.98 | | 19.98 | |
| | | | | Total Current Charges | | | | 35.48 | |
| | | | | Past Due | | | | .00 | |
| | | | | Total Amount Due | | | | 35.48 | |
| | | | | Pay | 37.25 | After | 7/22/05 | | |

70



Payment Mailing Address:
ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER, NH 03108-4600

THIS IS YOUR SEWER SERVICE BILL

Return this stub with your check made payable to:
ENVIRONMENTAL PROTECTION DIVISION

DAVID C BURBANK
1381 UNION ST
MANCHESTER NH 03104-1649

Account Number: 112957-16836
The dash is part of your account number,
please use it on all references.

Service Address: 1381 UNION ST
Bill Date: 7/18/06
Cycle-Route: 02-06
Current Charges: 93.80
Balance Forward: .00
Total Amount Due 93.80

Amount Paid:

**NOTE: These amounts do not include
any delinquent amounts due at the
Tax Office (please see back of bill).**

000112957000016836000000093806

Service Address: 1381 UNION ST

| Account Number ** | Cycle-Route | Bill Date | Due Date |
|-------------------|-------------|-----------|----------|
| 112957-16836 | 02-06 | 7/18/06 | 8/17/06 |

Last Billed Amount: 36.20
Payments: 36.20-
Adjustments/Transfers to Tax Office: .00
Balance Forward: .00

Payment Mailing Address:
ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER NH 03108-4600
Phone: (603) 624-6522
Office hours: 8 am - 5 pm, Monday-Friday
Web Site: www.ManchesterNH.Gov/EPD

| | Service Period | Days | Meter | Number | Mult | Units | Current | Previous | Usage |
|-----------------------|------------------|------|-----------|-------------|------|-------|---------|----------|-------|
| SU | 3/14/06 6/06/06 | 84 E | 27194613S | 1.000 | CCF | | 1142 | 1096 | 46 |
| Service | | | | | | | | | |
| SU | SEWER USAGE CHG | | | Consumption | | | Charge | | Total |
| | | | | 46.00 | | | 82.80 | | 82.80 |
| SS | SEWER SVC CHARGE | | | | | | 11.00 | | 11.00 |
| Total Current Charges | | | | | | | | | 93.80 |
| Past Due | | | | | | | | | .00 |
| Total Amount Due | | | | | | | | | 93.80 |

Spoke
w/ LISA

20

e Address: 1381 UNION ST.

| <i>Account Number **</i> | <i>Cycle</i> | <i>Bill Date</i> | <i>Due Date</i> |
|--------------------------|--------------|------------------|-----------------|
| 2957-16836 | 02-06 | 1/18/06 | 2/17/06 |

| | |
|--------------------------------|--------|
| illed Amount: | 39.80 |
| ents: | 39.80- |
| ments/Transfers to Tax Office: | .00 |
| ce Forward: | .00 |

Payment Mailing Address:

ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER NH 03108-4600
Phone: (603) 624-6522
Office hours: 8 am - 5 pm, Monday-Friday
Web Site: www.ManchesterNH.gov

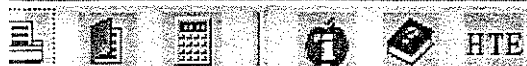
| | | | | | |
|---------|------------------|------------------------------|---------|----------|-------|
| | Service Period | Days Meter Number Mult Units | Current | Previous | Usage |
| SU | 9/13/05 12/06/05 | 84 E 27194613S 1.000 CCF | 1082.00 | 1065.00 | 17.00 |
| Service | | Consumption | Charge | | Total |
| SU | SEWER USAGE CHG | 17.00 | 30.60 | | 30.60 |
| SS | SEWER SVC CHARGE | | 11.00 | | 11.00 |
| | | Total Current Charges | | | 41.60 |
| | | Past Due | | | .00 |
| | | Total Amount Due | | | 41.60 |

Send correspondence to: ENVIRONMENTAL PROTECTION DIVISION, 300 WINSTON STREET, MANCHESTER, NH 03103
 ** The dash is part of your account number, please use it on all references.

20

City of Manchester - Water - Customer/Location Consumption History Inquiry

Actions Help



HTE

6/29/2006

10:25:08 AM

Customer ID 113107 Name BURBANK, DAVID

Location ID 16036 Address 1381 UNION ST

Data Actual Consumption Graph Demand Consumption Graph

Cycle/Route 02 / 06 Amount due \$81.90
Initiation date 9/08/00 Pending \$.00
Termination date 0/00/00 Customer status A Customer/Location status A

Select View detail

| Sv | Reading Type | Date | Actual Consumption | Actual Demand | CCF Reading | R |
|----|--------------|----------|--------------------|---------------|-------------|---|
| WA | REG | 6/06/06 | 46.00 | .00 | 1142.00 | |
| WA | REG | 3/14/06 | 14.00 | .00 | 1096.00 | |
| WA | REG | 12/05/05 | 17.00 | .00 | 1082.00 | |
| WA | REG | 9/13/05 | 16.00 | .00 | 1065.00 | |
| WA | REG | 6/03/05 | 13.00 | .00 | 1049.00 | |
| WA | REG | 3/09/05 | 17.00 | .00 | 1036.00 | |
| WA | REG | 12/03/04 | 22.00 | .00 | 1019.00 | |
| WA | REG | 9/03/04 | 24.00 | .00 | 997.00 | |

OK Exit Cancel Change view Graph History

Start City ... City ... Wor... Inbo... Micr... 10:25 AM

6/30/2006 = 1155

29

Service Address: 1381 UNION ST

Payment Mailing Address:

ENVIRONMENTAL PROTECTION DIVISION
CITY OF MANCHESTER, NH
P.O. BOX 4600
MANCHESTER NH 03108-4600
Phone: (603) 624-6522
Office hours: 8 am - 5 pm, Monday-Friday
Web Site: www.ManchesterNH.Gov/EPD

| Account Number ** | Cycle-Route | Bill Date | Due Date |
|-------------------|-------------|-----------|----------|
| 112957-16836 | 02-06 | 4/19/06 | 5/19/06 |

Last Billed Amount: 41.60
Payments: 41.60-
Adjustments/Transfers to Tax Office: .00
Balance Forward: .00

| Service Period | Days | Meter | Number | Mult | Units | Current | Previous | Usage |
|---------------------|------|-----------|-------------|------|-------|---------|----------|-------|
| SU 12/06/05 3/14/06 | 98 E | 27194613S | 1.000 | CCF | | 1096 | 1082 | 14 |
| Service | | | | | | | | |
| SU SEWER USAGE CHG | | | Consumption | | | Charge | | Total |
| | | | 14.00 | | | 25.20 | | 25.20 |
| SS SEWER SVC CHARGE | | | | | | 11.00 | | 11.00 |

Total Current Charges 36.20
Past Due .00
Total Amount Due 36.20

516

Send correspondence to: ENVIRONMENTAL PROTECTION DIVISION, 300 WINSTON STREET, MANCHESTER, NH 03103
** The dash is part of your account number, please use it on all references.

20

Date: August 31, 2006

To: June George/Fred McNeill

From: Lisa Hynes, Accountant II *LH*

Ref: Findings/Recommendations for sewer abatement request for 1381 Union Street
Acct # 112957-16836

Reason for Request:

The customer is requesting abatement for the sewer billing periods covering 3/15/06 – 6/06/06 due to water usage resulting from a broken underground pipe. The customer has not made a payment against this billing.

Supporting Backup:

Homeowner contacted MWW and an inspection was completed on 6/30/06. See MWW Work Request indicating that there was a leak in an outside line. EPD was then contacted about the abatement process and paperwork was forwarded to the homeowner. Comparison of the same billing period over the prior 3 years indicated an average usage of 17ccf. During the period referenced above, the usage was 46ccf.

Recommendations:

Due to the fact that MWW determined the additional usage was due to a leak in an outside line, **I recommend an abatement be granted in the amount of \$52.20 for 29ccf.**

Agree Joe Deary
8/31/06

Enclosure

7-11-06 Tawler
8-14-06 Tawler
Tawler

MEMORANDUM

TO: CIP Committee

Michael Garrity, Chairman
Daniel P. O'Neil
Ed Osborne
Theodore L. Gatsas
Jerome Duval

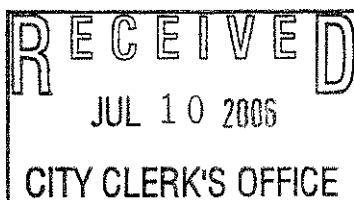
FROM: Paul J. Borek
Economic Development Director

DATE: July 10, 2006

SUBJECT: Discontinuance of South Bedford Street, South of Depot Street

This is to transmit a request to discontinue the remaining portion of South Bedford Street, south of Depot Street. This request is being made to accommodate valet parking for the proposed Riverfront Project, Boneyards Restaurant, proposed by Robert O'Sullivan. Access to a site for parking is required by the developer's financial institution. The availability of valet parking on this portion of South Bedford Street will fulfill this requirement.

If discontinued, Mr. O'Sullivan has proposed leasing this site from the city for valet parking service. An easement would be maintained to serve the access needs of adjacent property owners.



A PETITION TO DISCONTINUE A PORTION OF SOUTH BEDFORD STREET

The undersigned, Randy B. MEDO, respectfully represents that for the accommodation of the public, there is occasion for discontinuing a portion of a certain highway known as South Bedford Street in Manchester, New Hampshire as shown on a plan entitled "Manchester Millyard Housing Authority N.H. R-7 Amoskeag Millyard Project Proposed Resubdivision & Disposition Plan of Parcels 14, 1-5, 1-6 & 1-16" dated November 16, 1975 with revisions by Thomas F. Moran, Inc. and recorded at the Hillsborough County Registry of Deeds as plan 10240. The lay out of the full length of the highway is recorded in book 17 at page 90 of the records of the Highways, Streets and Bridges of the City Clerk of the City of Manchester.

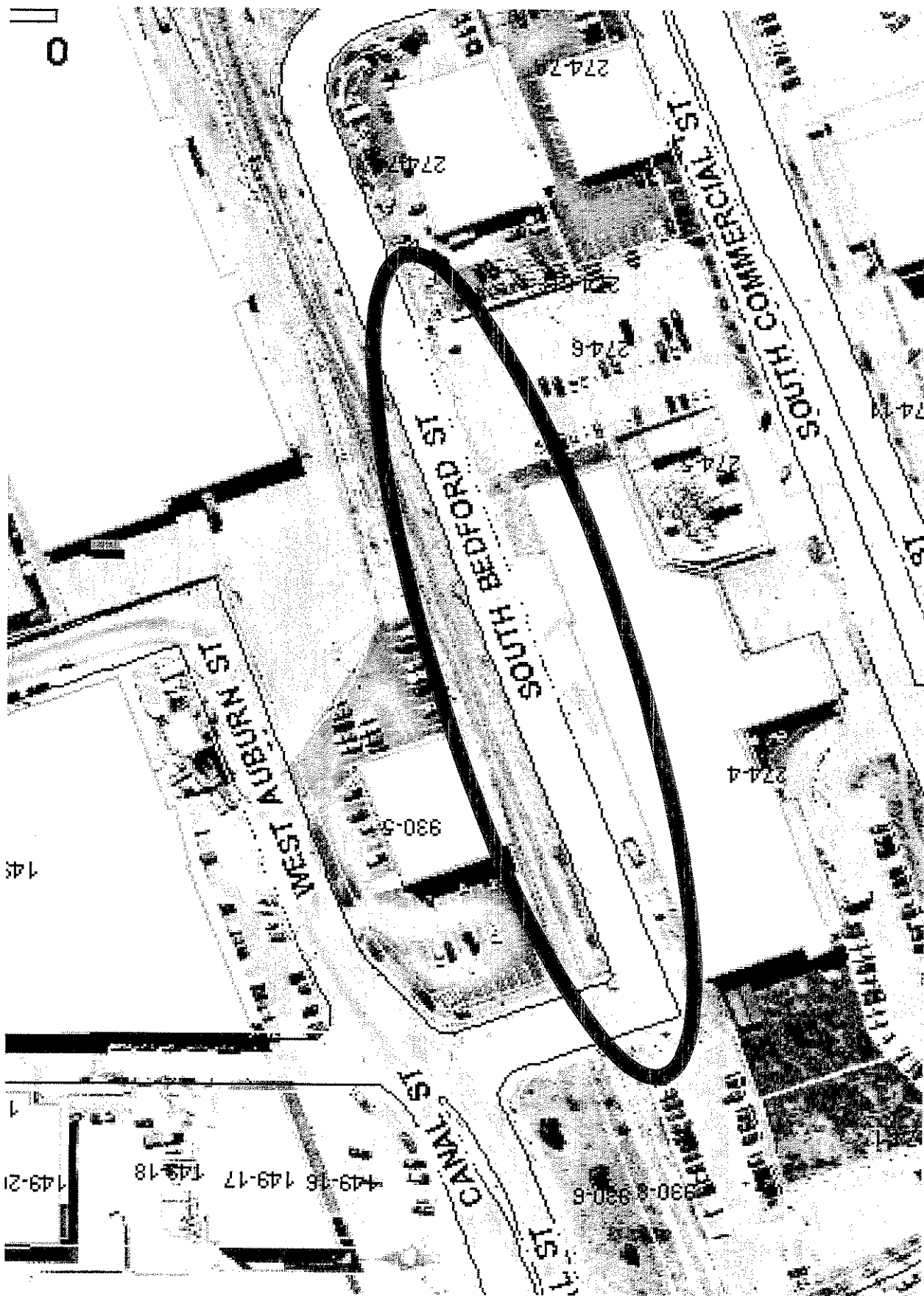
NOW THEREFORE, the undersigned hereby respectfully requests you to discontinue above-described portion of South Bedford Street, and that is henceforth not be utilized for public rights.

DATED this 10 th day of July, 2006.

A Legal Description of the portion of South Bedford Street to be discontinued by this petition.

The remaining portion of South Bedford Street, between the southerly line of parcel 1-16.9 of said plan and an easterly extension of the line between parcel 1-4 and 1-5 of said plan, in the City of Manchester, County of Hillsborough, State of New Hampshire, more particularly bounded and described as follows:

Beginning at the northwest corner of South Bedford Street; thence, N70°10'10"E 48.57' by the southerly line of parcel 1-16.9 to the easterly line of South Bedford Street; thence, S20°02'40"E by the easterly line of said street 600.37' to the terminus of the formerly discontinued portion of the street; thence, S 69° 57' 20"W 48.57' by the discontinued portion of the street to the westerly line of said street; thence, N20°02'40"W 600.34' along the westerly line of the said street to the point of beginning.



17



**City of Manchester
Department of Highways**

227 Maple Street
Manchester, New Hampshire 03103-5596
(603) 624-6444 Fax # (603) 624-6487

Commission

Edward J. Beleski
- Chairman
Joan Flurey
William F. Houghton Jr.
Robert R. Rivard
William A. Varkas

Frank C. Thomas, P.E.
Public Works Director

Kevin A. Sheppard, P.E.
Deputy Public Works Director

July 10, 2006

Community Improvement Committee of the Board of Mayor and Aldermen
City Hall
c/o Leo R. Bernier, City Clerk
One City Hall Plaza
Manchester, New Hampshire 03101

RE: Discontinuance of a portion of South Bedford Street

Dear Committee Members,

We have reviewed the referenced item and have found the following:

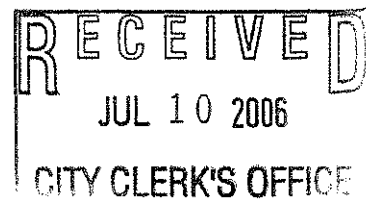
The current location of South Bedford Street was one of the streets listed in "Dedication of Street Amoskeag Millyard Urban Renewal Project" by Manchester Housing Authority dated January 23, 1980 and was accepted by the Board of Mayor and Aldermen. Being an accepted City Street the discontinuance needs a public road hearing with abutter notification.

The Highway Department supports the discontinuance petition in conjunction with the proposed Riverfront Development Project.

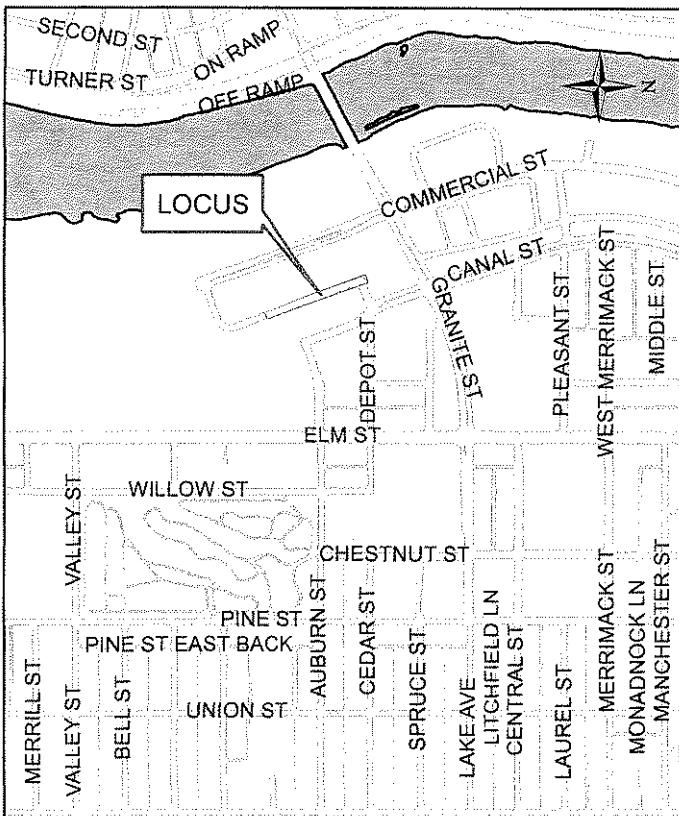
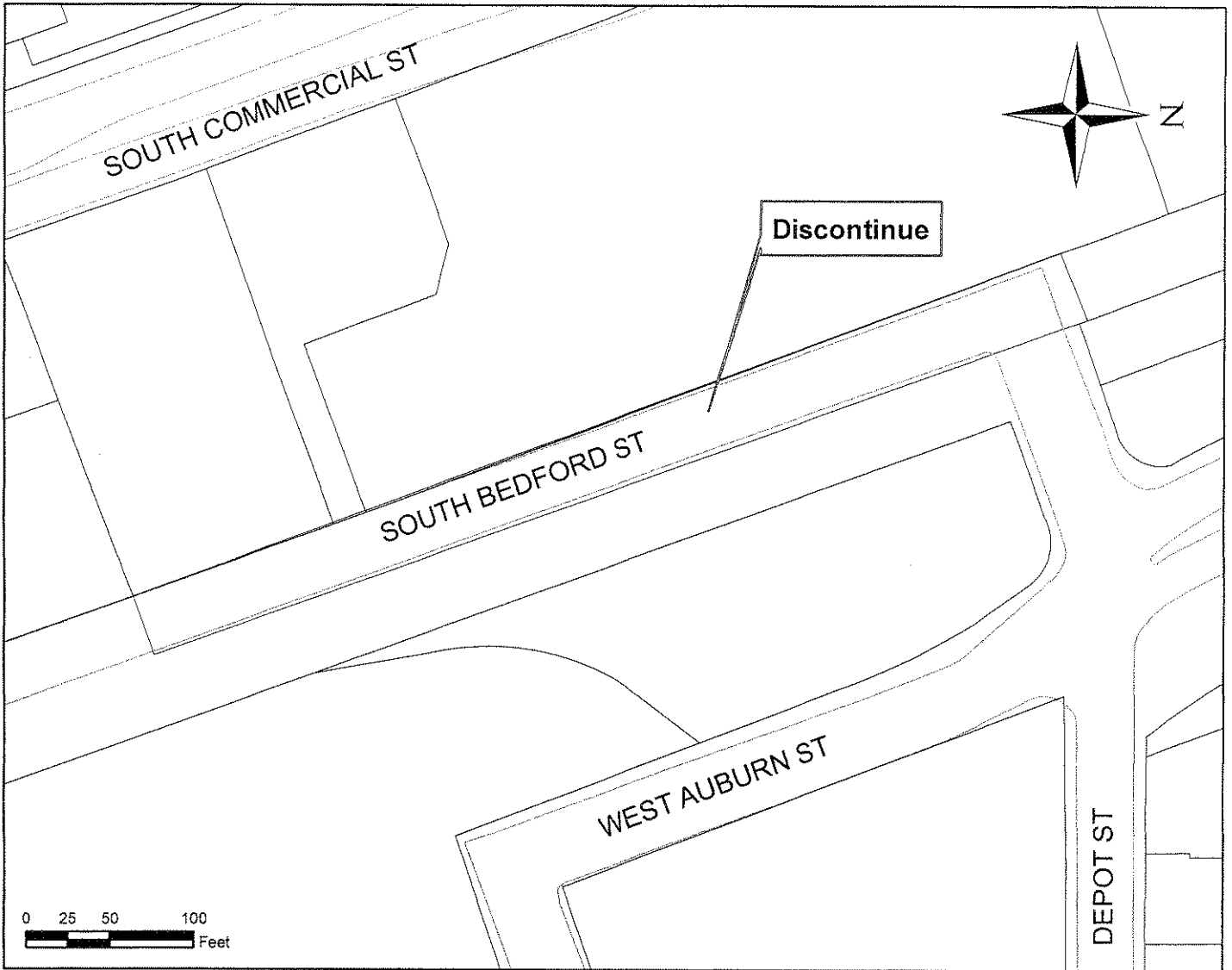
Sincerely,

Frank Thomas, P.E.
Public Works Director

MJM
cc: File
cc: Paul Borek



21



Proposed Street Discontinuance
South Bedford Street



Manchester, NH
 February 13, 2006

21

Mayor Guinta called the meeting back to order.

OTHER BUSINESS

16. A report of the Committee on Finance was presented recommending that Resolutions:

“Amending the FY2003 and 2007 Community Improvement Programs, transferring, authorizing and appropriating funds in the amount of Four Thousand Dollars (\$4,000.00) for the 2007 CIP 412007 Police Substation – Eastside Project.”

“Authorizing the Finance Officer to effect a transfer of Four Thousand Dollars (\$4,000) for the 2007 CIP 412007 Police Substation – Eastside Project.”

ought to pass and be Enrolled.

Alderman Garrity moved to accept, receive and adopt the report of the Committee on Finance. Alderman DeVries duly seconded the motion. The motion carried with Alderman Gatsas duly recorded in opposition.

17. Report of the Committee on Community Improvement relative to a petition for discontinuance of a portion of So. Bedford Street, if available.

Deputy Clerk Kang advised that the petition for discontinuance of a portion of So. Bedford Street was tabled in Committee this evening, therefore, there was no report. However, there are two other reports to be presented at this time.

Alderman Duval moved to refer the matter pertaining to So. Bedford Street to the Special Committee on Riverfront Activities. Alderman Lopez duly seconded the motion.

Mayor Guinta stated I’m having a hard time trying to remember where you are.

Mayor Guinta called for a vote on the motion. There being none opposed, the motion passed.

Alderman Duval moved that any department heads remaining in this building as of this morning who does not have any items left on the agenda may be allowed to leave. Alderman Osborne duly seconded the motion. There being none opposed, the motion carried.

A report of the Committee on Community Improvement was presented advising that it has approved the allocation of FY2007 Motorized Equipment Replacement (MER) funds, as enclosed herein.
(Unanimous vote)

A second report of the Committee on Community Improvement was presented recommending that the Parks, Recreation and Cemetery Department be authorized to enter into an agreement with the West Jr. Deb Softball League providing them with \$75,000 to procure lighting and other desired field improvements negotiated with private contractors by the league, subject to the review and approval of the City Solicitor.

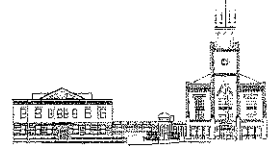
The Committee notes that the Parks Department will oversee all improvements ensuring standards and specifications are appropriate; and, further that the agreement is consistent with city procedures which allows for the desired improvements by the softball league.
(Unanimous vote)

18. Report of the Committee on Lands and Buildings relative to the Ash Street School, if available.
19. State Legislative update presented by Mayor Guinta, if available.

8-14-06 Tabled



CITY OF MANCHESTER Board of Aldermen



MEMORANDUM

To: Committee on Community Improvement
Aldermen Garrity, O'Neil, Osborne, Gatsas, Duval

From: Alderman Duval *TS*
pl-k

Date: August 9, 2006

Re: Former Weston Street Fire Station

I respectfully request funding for the installation of fencing around the site of the former Weston Street Fire Station to prevent cut through of speeding vehicles, illegally parked cars and dumping of refuse.

Your consideration of this request would be greatly appreciated.

72

DRAFT

Mayor Guinta stated enforce the ordinance.

Alderman Forest stated absolutely. They're getting out of hand already and we're only two days into it.

Mayor Guinta called for a vote on the motion. There being none opposed, the motion carried.

Mayor Guinta asked are there any other items of new business?

Alderman Forest replied I also have one more. I have asked Ron Ludwig and Chuck DePrima for Parks and Recreation...I received a couple of e-mails last week from one high school constituent and one lady who lives on Dunbarton Road. There was a swing set down at Blodgett Park which is in the Maxwell Pond area and also a basketball court there that's probably been there 60 years in real disrepair. I know I talked to Chuck DePrima from Parks and Recreation about it and Ron and they have informed me that a small minimum size playground is \$150,000 but there are low-income people living at Garden Drive, English Village and all that...they did use that swing set and what I'm trying to do is get this Board to at least find a way to put the playground back in and resurface that basketball court down there for the kids and so everyone else can use that park at Maxwell Pond. Again, I've asked Ron to research it...they're not cheap and moved that the request be referred to the Committee on Community Improvement. Alderman O'Neil duly seconded the motion. There being none opposed, the motion carried.

Tabled
8-14-06
to CIP

8-14-06 Tabled



**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
Fax: (603) 624-6549

August 9, 2006


Alderman Michael Garrity
C/O Mr. Leo Bernier
City Clerk
One City Hall Plaza
Manchester, NH 03101

Dear Alderman Garrity,

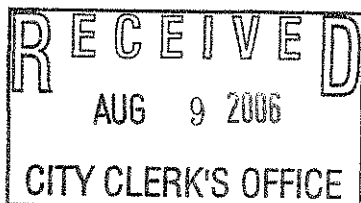
Attached is a copy of correspondence from Lowell Terrace Associates proposing a mortgage/debt consolidation for the property on the northwest corner of Lowell and Chestnut Streets. This is the item that I spoke to you about last week. With your permission, I would like to have the item discussed at the next CIP Committee meeting.

The proposal from the partnership has already been reviewed by the City Solicitor, Economic Development Director, and the Mayor's Office. Please feel free to contact me with any questions.

Sincerely,


Kevin A. Clougherty
Finance Officer

C: Thomas Clark
Paul Borek
Randy Sherman
Mayor Frank Guinta
Ken Edwards, MHRA
Peter Morgan, Property Services
Tom Musgrave, William Steele Associates



24-1

WILLIAM STEELE & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

40 STARK STREET

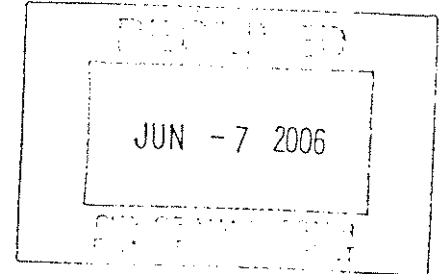
MANCHESTER, NEW HAMPSHIRE 03101

OFFICE 603-622-8881

FAX 603-647-4520

June 6, 2006

Mr. Kevin Clougherty, Finance Director
City of Manchester
One City Hall Plaza East
Manchester, NH 03101



RE: Lowell Terrace Associates

Dear Kevin:

Thank you for arranging the meeting on May 4, 2006. The meeting and subsequent telephone call the week of the 22nd was helpful. I believe we have reached some meaningful preliminary agreements concerning the terms of the original Promissory Note (Note) and subsequent amendment and modifications that will allow us to resolve the remaining issues to our mutual satisfaction.

Based on our discussions, it is my understanding that Lowell Terrace Associates (LTA) and the Manchester Housing Authority (City) agree on the following.

First, the \$1,250,000 portion of the Note is not due at this time. LTA and the City agree that the 1994 Promissory Note Amendment and subsequent modifications have extended the due date of the \$1,250,000 portion of the Note to July 1, 2013. The principal balance outstanding on this portion of the loan was \$559,811 as of December 31, 2005. Based on continuing monthly payments of \$6,885.71, this portion of the loan will be paid in full on July 1, 2013.

Second, the \$250,000 portion of the Note is due. As you know, this \$250,000 portion of the original loan has all of the characteristics of a fifty percent (50%) equity interest in the partnership. These characteristics will be described in more detail in the paragraphs that follow. The City has asked LTA to make a proposal concerning the amount of the pay off.

LTA is prepared to make the City an offer to settle the \$250,000 portion of the original loan and, once the City has reviewed and accepted the proposal, LTA will immediately seek replacement financing to pay off the City.

The original Note terms relating to the \$250,000 portion of the loan have all of the characteristics of a 50% equity interest in the partnership. Section 4 of the Note contains these provisions.

Section 4.a) of the Note describes LTA's obligation to pay interest to the City equal to 50% of the project's cash flow. In this regard, whenever LTA has made cash distributions of accumulated cash flow to its partners, a corresponding and equal cash payment has been made to the City. In connection with its settlement proposal, LTA is prepared to pay to the City 50% of the cash in its accounts, excluding cash held by LTA representing tenant deposits.

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Mr. Kevin Clougherty, Finance Director

June 6, 2006

Page 2

Section 4.b) of the Note describes LTA's obligation on the twentieth anniversary date of the loan. There has been some disagreement and or misunderstanding concerning this particular provision of the loan. The City, as I understand it, feels that it would be inappropriate to reduce its entitlement under Section 4.b) of the Note by the balance outstanding on the \$1,250,000 portion of the loan. LTA maintains that the balance outstanding on the \$1,250,000 portion of the loan must be taken into account when calculating the City's entitlement. If the outstanding balance on the \$1,250,000 portion of the loan were not taken into account, the City would receive a payment exceeding the value of its 50% equity interest in the project.

Neither party expected an outstanding balance on the \$1,250,000 portion of the loan when the balloon payment due date provision for the \$250,000 portion of the loan was drafted in 1984. However, due to economic circumstances beyond the control of LTA and the City, the project was not able to service its debt and fell behind on its property taxes. Rather than assert its rights as a lien holder entitled to the delinquent property taxes, or assert its rights as the holder of the Note (which was headed into default), the City agreed to certain modifications of the Note in lieu of initiating action to take possession of the partnership's property. I submit to you that the City's actions were well reasoned and were motivated, in principal part, by the desire to protect its right to repayment of the entire outstanding balance of the loan (a balance exceeding \$1,217,000 at the time). It is not inconceivable that the City could have lost hundreds of thousands of dollars had it chosen to take possession of the property in 1994. Instead, the City acted in a manner that was both prudent and in its best interests as a lender and owner of 50% of the partnership equity. The City's actions also allowed the partners of LTA an opportunity to salvage their own 50% equity interest.

In LTA's opinion, the City's balloon payment entitlement on the \$250,000 portion of the original Note must take into account the balance outstanding on the \$1,250,000 portion of the Note. If the City's entitlement were calculated in any other manner, it would contradict the business deal between LTA and the City wherein the City was awarded a 50% equity interest in the project for its \$250,000 loan.

LTA's proposal to pay off the \$250,000 portion of the loan has been determined by treating the City as a 50% equity owner in the partnership. More specifically, the attached calculations estimate the City's balloon payment entitlement under Section 4.b) of the Note by projecting the net cash proceeds available to the partnership assuming a hypothetical sale of the property on August 1, 2006, followed by a distribution of the partnership's net assets in liquidation of the partnership.

The following assumptions are integral parts of the attached calculations.

1. The market value of the property is equal to its assessed value of \$1,255,800.
2. The outstanding principal balance on the \$1,250,000 portion of the loan is \$515,536 on August 1, 2006.

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Mr. Kevin Clougherty, Finance Director
June 6, 2006
Page 3

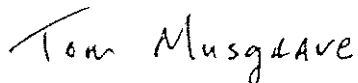
3. A 4% commission would be paid to a third-party broker to facilitate the sale.
4. A New Hampshire real estate transfer tax equal to .75% of the market value would be payable.
5. A New Hampshire Business Profits Tax equal to 8.5% of the gain recognized on sale would be payable.
6. There will be approximately \$150,000 of cash or marketable securities in the partnership's accounts on August 1, 2006.

Based upon the assumptions listed above, LTA estimates the City's entitlement on the \$250,000 portion of the original loan to be \$367,065.

After you have had an opportunity to review this proposal and discuss it with other interested parties, please call me and let me know how you would like to proceed.

Very truly yours,

WILLIAM STEELE & ASSOCIATES, P.C.



Thomas W. Musgrave, CPA

Enclosure

cc: Richard W. Hale w/enclosure
Peter A. Morgan w/enclosure

24-4

LOWELL TERRACE ASSOCIATES
HYPOTHETICAL SALE AND LIQUIDATION ANALYSIS
AS OF AUGUST 1, 2006

PROJECTED CASH AVAILABLE UPON LIQUIDATION

| | |
|--|-----------------------|
| Estimated Cash and Value of Marketable Securities | 150,000 |
| Net Sale Proceeds - See Below | <u>1,196,150</u> |
| Estimated Cash Balance and Marketable Securities Value | 1,346,150 |
| Projected NH Business Profits Tax | (96,484) |
| Payoff Balance on \$1,250,000 Portion of Loan | <u>(515,536)</u> |
| Net Cash Available for Distribution | 734,129 |
| City's Equity Interest | <u>50.0%</u> |
| City's Equity Entitlement | <u><u>367,065</u></u> |

HYPOTHETICAL SALE OF PROPERTY

| | | |
|------------------------------------|----------------------|-------------------------|
| Gross Sale Proceeds | 1,255,800 | Based on Assessed Value |
| Third-Party Commission @ 4% | (50,232) | |
| Real Estate Transfer Tax | <u>(9,419)</u> | .75% x 1,255,800 |
| Net Sale Proceeds | 1,196,150 | |
| Adjusted Tax Basis of Property | <u>(61,040)</u> | |
| Projected Gain on Sale of Property | 1,135,110 | |
| NH Business Profits Tax Rate | <u>8.5%</u> | |
| Projected NH Business Profits Tax | <u><u>96,484</u></u> | |

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**City of Manchester
Department of Finance**

One City Hall Plaza
Manchester, New Hampshire 03101
Phone: (603) 624-6460
Fax: (603) 624-6549

August 17, 2006

Alderman Michael Garrity, Chairman
Committee on Community Improvement
C/o Office of the City Clerk
One City Hall Plaza
Manchester, NH 03101

RE: Lowell / Weston Terrace

Dear Alderman Garrity,

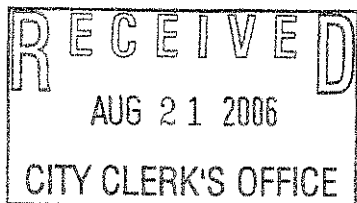
As per the request made at the August 14th CIP meeting, attached please find copies of the following agreements relating to the Lowell Street project:

- Promissory note
- Promissory note amendment
- Note obligations – Weston Terrace
- Mortgage and Security Agreement

Respectfully submitted,

Randy Sherman

Cc: CIP Committee Members
Tom Arnold



2476

*memo re
copy of pay to
Weston Terrace*

12/1/80

PROMISSORY NOTE

FOR VALUE RECEIVED, Lowell Terrace Associates, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03101 ("Maker"), promises to pay to MANCHESTER HOUSING AUTHORITY, ("Lender"), or to its order, at its principal office at 198 Hanover Street, Manchester, New Hampshire, 03101, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS or so much thereof as is then outstanding under this Note, together with interest in arrears on the unpaid principal balance from time to time outstanding from the date hereof until the entire principal amount due hereunder is paid in full at the rate hereinafter provided.

Payments of interest and principal shall be payable as follows:

1. Interest on \$1,250,000.00 shall be calculated on the basis of the actual number of days elapsed over a year of 360 days and shall be at an annual rate equal to three (3%) per cent.

2. Upon completion of the construction and rehabilitation of the so-called Weston Terrace building on Lowell Street in said Manchester (Mortgaged Property) or on June 30, 1985, whichever is sooner, and for a period of three (3) years from such date, interest only shall be paid based on a principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS. Payments of such interest shall be made monthly in arrears.

3. Upon the expiration of the three (3) year period, but no later than June 30, 1988, monthly payments in the amount of \$7,829.69 shall be made on the 1st day of each month payable in

arrears. (Said monthly payment being based on a loan schedule for amortizing a loan of \$1,250,000.00 for 17 years at 3%.) All unpaid principal together with any unpaid interest shall be due and payable on the 20th anniversary of the date of this Note.

4. In addition to the foregoing payments, repayment of the remaining TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS of principal and interest shall be made as follows:

- a) Upon completion of the said construction and for a period of twenty (20) years thereafter, there shall be paid as interest a sum equal to one-half ($1/2$) of the net cash flow received from operation of the Mortgaged Property. Net Cash Flow as used herein is defined as operating revenues of the Mortgaged property (without deduction for depreciation) less debt service, a reasonable management fee (which fee shall not exceed 7% of gross income), real estate taxes, reasonable operating expenses and reasonable reserves for replacement and no deduction of any kind is permitted for payments of principal or interest on the Note given by Maker to purchase the Mortgaged Property.

There shall be no refinancing, sale or other disposition of the Mortgaged Property during the term of this loan without the consent of the Lender.

- b) At the expiration of twenty (20) years after the date of the first payment made in the preceeding paragraph a), a balloon payment of principal and

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one-half (1/2) of the fair market value of the Mortgaged Property. In the event the Maker and Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

Any payments received hereunder shall be applied first to any interest then due and owing hereunder and then to principal then outstanding.

This Note is secured by a Mortgage and Security Agreement of the Maker of even date herewith ("Mortgage") covering certain real estate located in Manchester, New Hampshire, the said Regulatory Agreement and Loan Agreement of the Maker of even date herewith, various other financing instruments, and the personal guaranty of Peter A. Morgan and Richard W. Hale, each of even date herewith, and together with any other instrument securing this Note being hereinafter collectively referred to as the "Security Instruments". This Note is entitled to all of the benefits of the Security Instruments and specific reference is hereby made to such instruments for all purposes.

This Note may not be prepaid in whole or in part without the consent of the Lender.

Upon the occurrence of any of the following (each of which events shall be an Event of Default hereunder):

- (i) the failure of Maker to make any payment of principal or interest hereunder within ten (10) days after the same is due, or

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- (ii) an Event of Default as described and defined in any of the Security Instruments or any other instrument evidencing any indebtedness of the Maker to the Lender and the expiration of any period provided in such instrument to cure such default,

then the holder hereof may declare the entire unpaid principal balance hereunder immediately due and payable without notice, demand, presentment and may exercise any of its rights under any of the Security Instruments. In the event that the Lender or any subsequent holder of this Note shall exercise or endeavor to exercise any of its remedies hereunder or under any of the Security Instruments, the Maker shall pay on demand all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and the Lender may take judgment for all such amounts in addition to all other sums due hereunder. Irrespective of the exercise or nonexercise of any of the aforesaid rights, if any payment of principal or interest hereunder is not paid in full within ten (10) days after the same is due, the Maker shall pay to the holder a processing fee on such unpaid amount equal to six (6%) percent of such late payment.

In the event of default and acceleration of the due date by the holder pursuant to the terms of this Note, the principal balance due under Section 4(b) shall be calculated as follows:

- a) The fair market value of the Mortgaged Property shall be determined;
- b) The unpaid principal amount of the \$1,250,000.00 loan amount together with any unpaid interest (as set forth in Sections 2 and 3 of this Note) shall be deducted.

c) One half of the balance shall be due the Lender.

In the event the Maker and the Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, notice of any event of default under the Security Instruments except as specifically provided therein, and all other notices or demands otherwise required by law that the Maker may lawfully waive. The Maker expressly agrees that this Note, or any payment hereunder may be extended from time to time, without in any way affecting the liability of the Maker. No unilateral consent or waiver by the Lender with respect to any action or failure to act which, without consent would constitute a breach of any provision of this Note shall be valid and binding unless in writing and signed by the Lender.

The rights and obligations of the Maker and the Lender are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lender for the use, forbearance or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect in the State of New Hampshire as of the date hereof. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any provision of the Security Instruments at the time performance of

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such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Maker and the Lender.

The Maker shall remain primarily liable on this Note and the Security Instruments until full payment, unaffected by an alienation of the Mortgage Premises, by any agreement or transaction between the Lender and any subsequent owner or alienee of the Mortgage Premises as to payment of principal and interest, or other moneys, by any forbearance or extension of time, guaranty or assumption by others, or by any other matter, as to all of which notice is hereby waived by the Maker.

At the sole option of the Lender, this Note may be assigned to the City of Manchester.

IN WITNESS WHEREOF, the Maker executed this Note on this

14th day of December, 1984.

WITNESS:

[Signature]
[Signature]

LOWELL TERRACE ASSOCIATES

By: [Signature]
Peter A. Morgan
General Partner

By: [Signature]
Richard W. Hale
General Partner

74-12

PROMISSORY NOTE AMENDMENT

FOR VALUE RECEIVED, Lowell Terrace Associates, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03103 and the City of Manchester, a municipal corporation, having an address of 908 Elm Street, Manchester, New Hampshire, 03101 hereby agree to amend the Promissory Note in the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS dated December 14, 1994, as voted by the Board of Mayor and Aldermen on December 21, 1993 as follows:

Payments of interest and principal relating to the repayment of the \$1,250,000.00 portion shall be payable as follows:

1. Beginning on February 1, 1994 and continuing for fifteen (15) consecutive months payments shall total One Hundred (\$100.00) per month.
2. Beginning with the monthly payment due on May 1, 1995 and all subsequent payments, the monthly amount due shall be as is shown on the attached payment schedule. (Attachment A)

Further, Lowell Terrace Associates agrees to the following:

1. To cease all payments on an improvement loan held by Carolyn C. Morgan, Inc.
2. To bring all property taxes assessed on the so called Weston Terrace Building on Lowell Street current within this fifteen month period. The term "current" shall mean the payment of all real estate taxes levied through the 1994 tax year.

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3. To submit montly^h statements to the City of Manchester CIP Office detailing the progress made on payment of property taxes.

IN WITNESS WHEREOF the parties have executed this amendment on this _____ day of _____ 1994.

Witness:

George C. Morgan

Lowell Terrace associates

By:

Peter A. Morgan
General Partner

Witness:

George C. Morgan

By:

Richard W. Hale
General Partner

City of Manchester

Witness:

By:

John I. Snow
City Coordinator

24-14

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

ATTACHMENT A

| PAYMENT DATE | | PAYMENT DUE | | BALANCE | PAYMENT MADE | | BALANCE |
|--------------|--------|-------------|----------|--------------|--|----------|--------------|
| NUMBER | DATE | PRINCIPAL | INTEREST | | PRINCIPAL | INTEREST | |
| 56 | Dec-93 | 5,397.23 | 2,432.45 | \$967,582.08 | 5,397.23 | 2,432.45 | \$967,582.08 |
| 57 | Jan-94 | 5,410.72 | 2,418.96 | \$962,171.36 | 5,410.72 | 2,418.96 | \$962,171.36 |
| 58 | Feb-94 | 5,424.25 | 2,405.43 | \$956,747.11 | MINIMUM PAYMENT \$100.00 PER MONTH INTEREST DUE BUT NOT PAID ACCURED AND COMPOUNDED | 2,405.43 | \$964,476.79 |
| 59 | Mar-94 | 5,437.81 | 2,391.87 | \$951,309.30 | | 2,411.19 | \$966,787.98 |
| 60 | Apr-94 | 5,451.41 | 2,378.27 | \$945,857.89 | | 2,416.97 | \$969,104.95 |
| 61 | May-94 | 5,465.04 | 2,364.64 | \$940,392.85 | | 2,422.76 | \$971,427.71 |
| 62 | Jun-94 | 5,478.70 | 2,350.98 | \$934,914.15 | | 2,428.57 | \$973,756.28 |
| 63 | Jul-94 | 5,492.39 | 2,337.29 | \$929,421.76 | | 2,434.39 | \$976,090.67 |
| 64 | Aug-94 | 5,506.13 | 2,323.55 | \$923,915.63 | | 2,440.23 | \$978,430.90 |
| 65 | Sep-94 | 5,519.89 | 2,309.79 | \$918,395.74 | | 2,446.08 | \$980,776.98 |
| 66 | Oct-94 | 5,533.69 | 2,295.99 | \$912,862.05 | | 2,451.94 | \$983,128.92 |
| 67 | Nov-94 | 5,547.52 | 2,282.16 | \$907,314.53 | | 2,457.82 | \$985,486.74 |
| 68 | Dec-94 | 5,561.39 | 2,268.29 | \$901,753.14 | | 2,463.72 | \$987,850.46 |
| 69 | Jan-95 | 5,575.30 | 2,254.38 | \$896,177.84 | | 2,469.63 | \$990,220.09 |
| 70 | Feb-95 | 5,589.24 | 2,240.44 | \$890,588.60 | | 2,475.55 | \$992,595.64 |
| 71 | Mar-95 | 5,603.21 | 2,226.47 | \$884,985.39 | | 2,481.49 | \$994,977.13 |
| 72 | Apr-95 | 5,617.22 | 2,212.46 | \$879,368.17 | | 2,487.44 | \$997,364.57 |
| 73 | May-95 | 5,631.26 | 2,198.42 | \$873,736.91 | 5,622.66 | 2,493.41 | \$991,741.91 |
| 74 | Jun-95 | 5,645.34 | 2,184.34 | \$868,091.57 | 5,636.72 | 2,479.35 | \$986,105.19 |
| 75 | Jul-95 | 5,659.45 | 2,170.23 | \$862,432.12 | 5,650.81 | 2,465.26 | \$980,454.38 |
| 76 | Aug-95 | 5,673.60 | 2,156.08 | \$856,758.52 | 5,664.93 | 2,451.14 | \$974,789.45 |
| 77 | Sep-95 | 5,687.78 | 2,141.90 | \$851,070.74 | 5,679.10 | 2,436.97 | \$969,110.35 |
| 78 | Oct-95 | 5,702.00 | 2,127.68 | \$845,368.74 | 5,693.29 | 2,422.78 | \$963,417.06 |
| 79 | Nov-95 | 5,716.26 | 2,113.42 | \$839,652.48 | 5,707.53 | 2,408.54 | \$957,709.53 |
| 80 | Dec-95 | 5,730.55 | 2,099.13 | \$833,921.93 | 5,721.80 | 2,394.27 | \$951,987.73 |
| 81 | Jan-96 | 5,744.88 | 2,084.80 | \$828,177.05 | 5,736.10 | 2,379.97 | \$946,251.63 |
| 82 | Feb-96 | 5,759.24 | 2,070.44 | \$822,417.81 | 5,750.44 | 2,365.63 | \$940,501.19 |
| 83 | Mar-96 | 5,773.64 | 2,056.04 | \$816,644.17 | 5,764.82 | 2,351.25 | \$934,736.37 |
| 84 | Apr-96 | 5,788.07 | 2,041.61 | \$810,856.10 | 5,779.23 | 2,336.84 | \$928,957.14 |
| 85 | May-96 | 5,802.54 | 2,027.14 | \$805,053.56 | 5,793.68 | 2,322.39 | \$923,163.46 |
| 86 | Jun-96 | 5,817.05 | 2,012.63 | \$799,236.51 | 5,808.16 | 2,307.91 | \$917,355.30 |
| 87 | Jul-96 | 5,831.59 | 1,998.09 | \$793,404.92 | 5,822.68 | 2,293.39 | \$911,532.62 |
| 88 | Aug-96 | 5,846.17 | 1,983.51 | \$787,558.75 | 5,837.24 | 2,278.83 | \$905,695.38 |
| 89 | Sep-96 | 5,860.78 | 1,968.90 | \$781,697.97 | 5,851.83 | 2,264.24 | \$899,843.55 |
| 90 | Oct-96 | 5,875.44 | 1,954.24 | \$775,822.53 | 5,866.46 | 2,249.61 | \$893,977.09 |
| 91 | Nov-96 | 5,890.12 | 1,939.56 | \$769,932.41 | 5,881.13 | 2,234.94 | \$888,095.96 |
| 92 | Dec-96 | 5,904.85 | 1,924.83 | \$764,027.56 | 5,895.83 | 2,220.24 | \$882,200.13 |
| 93 | Jan-97 | 5,919.61 | 1,910.07 | \$758,107.95 | 5,910.57 | 2,205.50 | \$876,289.56 |
| 94 | Feb-97 | 5,934.41 | 1,895.27 | \$752,173.54 | 5,925.35 | 2,190.72 | \$870,364.21 |
| 95 | Mar-97 | 5,949.25 | 1,880.43 | \$746,224.29 | 5,940.16 | 2,175.91 | \$864,424.05 |
| 96 | Apr-97 | 5,964.12 | 1,865.56 | \$740,260.17 | 5,955.01 | 2,161.06 | \$858,469.04 |
| 97 | May-97 | 5,979.03 | 1,850.65 | \$734,281.14 | 5,969.90 | 2,146.17 | \$852,499.14 |
| 98 | Jun-97 | 5,993.98 | 1,835.70 | \$728,287.16 | 5,984.82 | 2,131.25 | \$846,514.32 |
| 99 | Jul-97 | 6,008.96 | 1,820.72 | \$722,278.20 | 5,999.78 | 2,116.29 | \$840,514.54 |
| 100 | Aug-97 | 6,023.98 | 1,805.70 | \$716,254.22 | 6,014.78 | 2,101.29 | \$834,499.76 |
| 101 | Sep-97 | 6,039.04 | 1,790.64 | \$710,215.18 | 6,029.82 | 2,086.25 | \$828,469.94 |
| 102 | Oct-97 | 6,054.14 | 1,775.54 | \$704,161.04 | 6,044.90 | 2,071.17 | \$822,425.04 |
| 103 | Nov-97 | 6,069.28 | 1,760.40 | \$698,091.76 | 6,060.01 | 2,056.06 | \$816,365.03 |
| 104 | Dec-97 | 6,084.45 | 1,745.23 | \$692,007.31 | 6,075.16 | 2,040.91 | \$810,289.87 |
| 105 | Jan-98 | 6,099.66 | 1,730.02 | \$685,907.65 | 6,090.35 | 2,025.72 | \$804,199.52 |

24-15

PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

| PAYMENT DATE | | PAYMENT DUE | | BALANCE | PAYMENT MADE | | BALANCE |
|--------------|----------|-------------|----------|--------------|--------------|----------|--------------|
| NUMBER | DATE | PRINCIPAL | INTEREST | | PRINCIPAL | INTEREST | |
| 106 | Feb-98 | 6,114.91 | 1,714.77 | \$679,792.74 | 6,105.57 | 2,010.50 | \$798,093.95 |
| 107 | Mar-98 | 6,130.20 | 1,699.48 | \$673,662.54 | 6,120.84 | 1,995.23 | \$791,973.11 |
| 108 | Apr-98 | 6,145.52 | 1,684.16 | \$667,517.02 | 6,136.14 | 1,979.93 | \$785,836.97 |
| 109 | May-98 | 6,160.89 | 1,668.79 | \$661,356.13 | 6,151.48 | 1,964.59 | \$779,685.49 |
| 110 | Jun-98 | 6,176.29 | 1,653.39 | \$655,179.84 | 6,166.86 | 1,949.21 | \$773,518.63 |
| 111 | Jul-98 | 6,191.73 | 1,637.95 | \$648,988.11 | 6,182.27 | 1,933.80 | \$767,336.36 |
| 112 | Aug-98 | 6,207.21 | 1,622.47 | \$642,780.90 | 6,197.73 | 1,918.34 | \$761,138.63 |
| 113 | Sep-98 | 6,222.73 | 1,606.95 | \$636,558.17 | 6,213.22 | 1,902.85 | \$754,925.41 |
| 114 | Oct-98 | 6,238.28 | 1,591.40 | \$630,319.89 | 6,228.76 | 1,887.31 | \$748,696.65 |
| 115 | Nov-98 | 6,253.88 | 1,575.80 | \$624,066.01 | 6,244.33 | 1,871.74 | \$742,452.32 |
| 116 | Dec-98 | 6,269.51 | 1,560.17 | \$617,796.50 | 6,259.94 | 1,856.13 | \$736,192.38 |
| 117 | Jan-99 | 6,285.19 | 1,544.49 | \$611,511.31 | 6,275.59 | 1,840.48 | \$729,916.79 |
| 118 | Feb-99 | 6,300.90 | 1,528.78 | \$605,210.41 | 6,291.28 | 1,824.79 | \$723,625.51 |
| 119 | Mar-99 | 6,316.65 | 1,513.03 | \$598,893.76 | 6,307.01 | 1,809.06 | \$717,318.50 |
| 120 | Apr-99 | 6,332.45 | 1,497.23 | \$592,561.31 | 6,322.77 | 1,793.30 | \$710,995.73 |
| 121 | May-99 | 6,348.28 | 1,481.40 | \$586,213.03 | 6,338.58 | 1,777.49 | \$704,657.15 |
| 122 | Jun-99 | 6,364.15 | 1,465.53 | \$579,848.88 | 6,354.43 | 1,761.64 | \$698,302.72 |
| 123 | Jul-99 | 6,380.06 | 1,449.62 | \$573,468.82 | 6,370.31 | 1,745.76 | \$691,932.41 |
| 124 | Aug-99 | 6,396.01 | 1,433.67 | \$567,072.81 | 6,386.24 | 1,729.83 | \$685,546.17 |
| 125 | Sep-99 | 6,412.00 | 1,417.68 | \$560,660.81 | 6,402.20 | 1,713.87 | \$679,143.97 |
| 126 | Oct-99 | 6,428.03 | 1,401.65 | \$554,232.78 | 6,418.21 | 1,697.86 | \$672,725.76 |
| 127 | Nov-99 | 6,444.10 | 1,385.58 | \$547,788.68 | 6,434.26 | 1,681.81 | \$666,291.50 |
| 128 | Dec-99 | 6,460.21 | 1,369.47 | \$541,328.47 | 6,450.34 | 1,665.73 | \$659,841.16 |
| 129 | Jan-2000 | 6,476.36 | 1,353.32 | \$534,852.11 | 6,466.47 | 1,649.60 | \$653,374.69 |
| 130 | Feb-2000 | 6,492.55 | 1,337.13 | \$528,359.56 | 6,482.63 | 1,633.44 | \$646,892.06 |
| 131 | Mar-2000 | 6,508.78 | 1,320.90 | \$521,850.78 | 6,498.84 | 1,617.23 | \$640,393.22 |
| 132 | Apr-2000 | 6,525.05 | 1,304.63 | \$515,325.73 | 6,515.09 | 1,600.98 | \$633,878.13 |
| 133 | May-2000 | 6,541.37 | 1,288.31 | \$508,784.36 | 6,531.37 | 1,584.70 | \$627,346.76 |
| 134 | Jun-2000 | 6,557.72 | 1,271.96 | \$502,226.64 | 6,547.70 | 1,568.37 | \$620,799.06 |
| 135 | Jul-2000 | 6,574.11 | 1,255.57 | \$495,652.53 | 6,564.07 | 1,552.00 | \$614,234.99 |
| 136 | Aug-2000 | 6,590.55 | 1,239.13 | \$489,061.98 | 6,580.48 | 1,535.59 | \$607,654.51 |
| 137 | Sep-2000 | 6,607.03 | 1,222.65 | \$482,454.95 | 6,596.93 | 1,519.14 | \$601,057.58 |
| 138 | Oct-2000 | 6,623.54 | 1,206.14 | \$475,831.41 | 6,613.43 | 1,502.64 | \$594,444.15 |
| 139 | Nov-2000 | 6,640.10 | 1,189.58 | \$469,191.31 | 6,629.96 | 1,486.11 | \$587,814.19 |
| 140 | Dec-2000 | 6,656.70 | 1,172.98 | \$462,534.61 | 6,646.53 | 1,469.54 | \$581,167.66 |
| 141 | Jan-2001 | 6,673.34 | 1,156.34 | \$455,861.27 | 6,663.15 | 1,452.92 | \$574,504.51 |
| 142 | Feb-2001 | 6,690.03 | 1,139.65 | \$449,171.24 | 6,679.81 | 1,436.26 | \$567,824.70 |
| 143 | Mar-2001 | 6,706.75 | 1,122.93 | \$442,464.49 | 6,696.51 | 1,419.56 | \$561,128.19 |
| 144 | Apr-2001 | 6,723.52 | 1,106.16 | \$435,740.97 | 6,713.25 | 1,402.82 | \$554,414.94 |
| 145 | May-2001 | 6,740.33 | 1,089.35 | \$429,000.64 | 6,730.03 | 1,386.04 | \$547,684.91 |
| 146 | Jun-2001 | 6,757.18 | 1,072.50 | \$422,243.46 | 6,746.86 | 1,369.21 | \$540,938.05 |
| 147 | Jul-2001 | 6,774.07 | 1,055.61 | \$415,469.39 | 6,763.72 | 1,352.35 | \$534,174.33 |
| 148 | Aug-2001 | 6,791.01 | 1,038.67 | \$408,678.38 | 6,780.63 | 1,335.44 | \$527,393.70 |
| 149 | Sep-2001 | 6,807.98 | 1,021.70 | \$401,870.40 | 6,797.59 | 1,318.48 | \$520,596.11 |
| 150 | Oct-2001 | 6,825.00 | 1,004.68 | \$395,045.40 | 6,814.58 | 1,301.49 | \$513,781.53 |
| 151 | Nov-2001 | 6,842.07 | 987.61 | \$388,203.33 | 6,831.62 | 1,284.45 | \$506,949.91 |
| 152 | Dec-2001 | 6,859.17 | 970.51 | \$381,344.16 | 6,848.70 | 1,267.37 | \$500,101.21 |
| 153 | Jan-2002 | 6,876.32 | 953.36 | \$374,467.84 | 6,865.82 | 1,250.25 | \$493,235.39 |
| 154 | Feb-2002 | 6,893.51 | 936.17 | \$367,574.33 | 6,882.98 | 1,233.09 | \$486,352.41 |
| 155 | Mar-2002 | 6,910.74 | 918.94 | \$360,663.59 | 6,900.19 | 1,215.88 | \$479,452.22 |

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PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

| PAYMENT DATE | | PAYMENT DUE | | BALANCE | PAYMENT MADE | | BALANCE |
|--------------|----------|-------------|----------|--------------|--------------|----------|--------------|
| NUMBER | DATE | PRINCIPAL | INTEREST | | PRINCIPAL | INTEREST | |
| 156 | Apr-2002 | 6,928.02 | 901.66 | \$353,735.57 | 6,917.44 | 1,198.63 | \$472,534.78 |
| 157 | May-2002 | 6,945.34 | 884.34 | \$346,790.23 | 6,934.73 | 1,181.34 | \$465,600.05 |
| 158 | Jun-2002 | 6,962.70 | 866.98 | \$339,827.53 | 6,952.07 | 1,164.00 | \$458,647.98 |
| 159 | Jul-2002 | 6,980.11 | 849.57 | \$332,847.42 | 6,969.45 | 1,146.62 | \$451,678.53 |
| 160 | Aug-2002 | 6,997.56 | 832.12 | \$325,849.86 | 6,986.87 | 1,129.20 | \$444,691.66 |
| 161 | Sep-2002 | 7,015.06 | 814.62 | \$318,834.80 | 7,004.34 | 1,111.73 | \$437,687.32 |
| 162 | Oct-2002 | 7,032.59 | 797.09 | \$311,802.21 | 7,021.85 | 1,094.22 | \$430,665.47 |
| 163 | Nov-2002 | 7,050.17 | 779.51 | \$304,752.04 | 7,039.41 | 1,076.66 | \$423,626.06 |
| 164 | Dec-2002 | 7,067.80 | 761.88 | \$297,684.24 | 7,057.00 | 1,059.07 | \$416,569.06 |
| 165 | Jan-2003 | 7,085.47 | 744.21 | \$290,598.77 | 7,074.65 | 1,041.42 | \$409,494.41 |
| 166 | Feb-2003 | 7,103.18 | 726.50 | \$283,495.59 | 7,092.33 | 1,023.74 | \$402,402.08 |
| 167 | Mar-2003 | 7,120.94 | 708.74 | \$276,374.65 | 7,110.06 | 1,006.01 | \$395,292.02 |
| 168 | Apr-2003 | 7,138.74 | 690.94 | \$269,235.91 | 7,127.84 | 988.23 | \$388,164.18 |
| 169 | May-2003 | 7,156.59 | 673.09 | \$262,079.32 | 7,145.66 | 970.41 | \$381,018.52 |
| 170 | Jun-2003 | 7,174.48 | 655.20 | \$254,904.84 | 7,163.52 | 952.55 | \$373,855.00 |
| 171 | Jul-2003 | 7,192.42 | 637.26 | \$247,712.42 | 7,181.43 | 934.64 | \$366,673.57 |
| 172 | Aug-2003 | 7,210.40 | 619.28 | \$240,502.02 | 7,199.39 | 916.68 | \$359,474.18 |
| 173 | Sep-2003 | 7,228.42 | 601.26 | \$233,273.60 | 7,217.38 | 898.69 | \$352,256.80 |
| 174 | Oct-2003 | 7,246.50 | 583.18 | \$226,027.10 | 7,235.43 | 880.64 | \$345,021.37 |
| 175 | Nov-2003 | 7,264.61 | 565.07 | \$218,762.49 | 7,253.52 | 862.55 | \$337,767.85 |
| 176 | Dec-2003 | 7,282.77 | 546.91 | \$211,479.72 | 7,271.65 | 844.42 | \$330,496.20 |
| 177 | Jan-2004 | 7,300.98 | 528.70 | \$204,178.74 | 7,289.83 | 826.24 | \$323,206.37 |
| 178 | Feb-2004 | 7,319.23 | 510.45 | \$196,859.51 | 7,308.05 | 808.02 | \$315,898.32 |
| 179 | Mar-2004 | 7,337.53 | 492.15 | \$189,521.98 | 7,326.32 | 789.75 | \$308,572.00 |
| 180 | Apr-2004 | 7,355.88 | 473.80 | \$182,166.10 | 7,344.64 | 771.43 | \$301,227.36 |
| 181 | May-2004 | 7,374.26 | 455.42 | \$174,791.84 | 7,363.00 | 753.07 | \$293,864.36 |
| 182 | Jun-2004 | 7,392.70 | 436.98 | \$167,399.14 | 7,381.41 | 734.66 | \$286,482.95 |
| 183 | Jul-2004 | 7,411.18 | 418.50 | \$159,987.96 | 7,399.86 | 716.21 | \$279,083.09 |
| 184 | Aug-2004 | 7,429.71 | 399.97 | \$152,558.25 | 7,418.36 | 697.71 | \$271,664.73 |
| 185 | Sep-2004 | 7,448.28 | 381.40 | \$145,109.97 | 7,436.91 | 679.16 | \$264,227.82 |
| 186 | Oct-2004 | 7,466.91 | 362.77 | \$137,643.06 | 7,455.50 | 660.57 | \$256,772.32 |
| 187 | Nov-2004 | 7,485.57 | 344.11 | \$130,157.49 | 7,474.14 | 641.93 | \$249,298.18 |
| 188 | Dec-2004 | 7,504.29 | 325.39 | \$122,653.20 | 7,492.82 | 623.25 | \$241,805.36 |
| 189 | Jan-2005 | 7,523.05 | 306.63 | \$115,130.15 | 7,511.56 | 604.51 | \$234,293.80 |
| 190 | Feb-2005 | 7,541.85 | 287.83 | \$107,588.30 | 7,530.34 | 585.73 | \$226,763.46 |
| 191 | Mar-2005 | 7,560.71 | 268.97 | \$100,027.59 | 7,549.16 | 566.91 | \$219,214.30 |
| 192 | Apr-2005 | 7,579.61 | 250.07 | \$92,447.98 | 7,568.03 | 548.04 | \$211,646.27 |
| 193 | May-2005 | 7,598.56 | 231.12 | \$84,849.42 | 7,586.95 | 529.12 | \$204,059.32 |
| 194 | Jun-2005 | 7,617.56 | 212.12 | \$77,231.86 | 7,605.92 | 510.15 | \$196,453.40 |
| 195 | Jul-2005 | 7,636.60 | 193.08 | \$69,595.26 | 7,624.94 | 491.13 | \$188,828.46 |
| 196 | Aug-2005 | 7,655.69 | 173.99 | \$61,939.57 | 7,644.00 | 472.07 | \$181,184.46 |
| 197 | Sep-2005 | 7,674.83 | 154.85 | \$54,264.74 | 7,663.11 | 452.96 | \$173,521.35 |
| 198 | Oct-2005 | 7,694.02 | 135.66 | \$46,570.72 | 7,682.27 | 433.80 | \$165,839.08 |
| 199 | Nov-2005 | 7,713.25 | 116.43 | \$38,857.47 | 7,701.47 | 414.60 | \$158,137.61 |
| 200 | Dec-2005 | 7,732.54 | 97.14 | \$31,124.93 | 7,720.73 | 395.34 | \$150,416.88 |
| 201 | Jan-2006 | 7,751.87 | 77.81 | \$23,373.06 | 7,740.03 | 376.04 | \$142,676.85 |
| 202 | Feb-2006 | 7,771.25 | 58.43 | \$15,601.81 | 7,759.38 | 356.69 | \$134,917.47 |
| 203 | Mar-2006 | 7,790.68 | 39.00 | \$7,811.13 | 7,778.78 | 337.29 | \$127,138.69 |
| 204 | Apr-2006 | 7,810.15 | 19.53 | \$0.98 | 7,798.22 | 317.85 | \$119,340.47 |
| 205 | May-2006 | 0.98 | 0.00 | | 7,817.72 | 298.35 | \$111,522.75 |

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PRINCIPAL AMOUNT: \$1,250,000.00
 TERMS (YEARS): 17
 INTEREST RATE: 3.00%
 YEAR OF LOAN: 89
 FIRST PAYMENT (MONTH): 5
 CALC MONTHLY PAYMENTS: \$7,829.68
 ACTUAL MONTHLY PAYMENT: \$7,829.68

| PAYMENT DATE | | PAYMENT DUE | | BALANCE | PAYMENT MADE | | BALANCE |
|--------------|----------|-------------|----------|---------|--------------|----------|--------------|
| NUMBER | DATE | PRINCIPAL | INTEREST | | PRINCIPAL | INTEREST | |
| 206 | Jun-2006 | | | | 7,837.26 | 278.81 | \$103,685.49 |
| 207 | Jul-2006 | | | | 7,856.86 | 259.21 | \$95,828.63 |
| 208 | Aug-2006 | | | | 7,876.50 | 239.57 | \$87,952.13 |
| 209 | Sep-2006 | | | | 7,896.19 | 219.88 | \$80,055.94 |
| 210 | Oct-2006 | | | | 7,915.93 | 200.14 | \$72,140.01 |
| 211 | Nov-2006 | | | | 7,935.72 | 180.35 | \$64,204.29 |
| 212 | Dec-2006 | | | | 7,955.56 | 160.51 | \$56,248.73 |
| 213 | Jan-2007 | | | | 7,975.45 | 140.62 | \$48,273.28 |
| 214 | Feb-2007 | | | | 7,995.39 | 120.68 | \$40,277.89 |
| 215 | Mar-2007 | | | | 8,015.38 | 100.69 | \$32,262.51 |
| 216 | Apr-2007 | | | | 8,035.41 | 80.66 | \$24,227.10 |
| 217 | May-2007 | | | | 8,055.50 | 60.57 | \$16,171.60 |
| 218 | Jun-2007 | | | | 8,075.64 | 40.43 | \$8,095.96 |
| 219 | Jul-2007 | | | | 8,095.83 | 20.24 | \$0.13 |

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MEMORANDUM OF UNDERSTANDING
BETWEEN
LOWELL TERRACE ASSOCIATES
MANCHESTER HOUSING AUTHORITY, AND
CITY OF MANCHESTER, NEW HAMPSHIRE

file
10A's documents

WHEREAS, The City of Manchester (City) has agreed to provide \$1.5 million to the Manchester Housing Authority (Authority) to fund the renovation of the residential property at 80 Lowell Street; and

WHEREAS, The Authority has loaned \$1.5 million to Lowell Terrace Associates (Developer), \$1,250,000.00 of which is to be repaid at a 3% interest rate over 20 years, and \$250,000.00 of which is to be repaid by the Authority and the Developer sharing equally in any positive cash flow for the 20 year loan term and, at the end of 20 years, sharing equally in the value of the property; and

WHEREAS, the original terms of the agreements between the City and the Authority, and the Authority and the Developer required repayment of the 3% loan to commence June 30, 1985; and

WHEREAS, Construction delays caused the project to be completed later than anticipated (substantially completed by April 1, 1986).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

That paragraph numbered 2 on the first page of the note is amended by striking the date of June 30, 1985 and substituting the date of May 1, 1986.

That paragraph numbered 3 on the first page of the note is amended by striking the date of June 30, 1988 and substituting the date of May 1, 1989.

That, to clarify paragraph numbered 4 on the second page of the note, the date of completion of the construction shall be April 1, 1986.

That, any late charges resulting from said construction delays are hereby waived.

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In all other respects said note shall stand as written.

In Witness Whereof, the parties hereto have executed this Agreement on this the 6th day of September 1988.

Dorinda B. Trishie
Witness

[Signature]
Witness

[Signature]
Witness

LOWELL TERRACE ASSOCIATES

[Signature]
Owner/Borrower

CITY OF MANCHESTER

[Signature]
Mayor

MANCHESTER HOUSING AUTHORITY

[Signature]
Chairman

Note Obligations - Weston Terrace

Date of Note - December 14, 1984

Original outstanding principal - \$1,500,000

Interest rate for \$1,250,000 of the total note, interest at 3% per annum (calculated on a 360 day year).

Principal and interest payments beginning on date of completion of construction or June 30, 1985 whichever is sooner and for a period of 3 years, interest only to be paid on \$1,250,000 of the note. Interest to be paid monthly in arrears. After a 3 year period monthly payments in the amount of \$7,829.69 to be made on the first day of each month payable in arrears (such payments based on a loan amortization schedule of \$1,250,000 over 17 years at 3% interest).

Repayment of \$250,000 of the note, which amount to include principal and interest, to be as follows:

- 1) Upon completion of construction and for a period of 20 years, interest to be paid equal to 1/2 of net cash flow (as defined);
- 2) At the expiration of 20 years a balloon payment of principal and interest shall be made equal to 1/2 fair market value of the property.

The note has other terms concerning events of default, cures for events of default and the involvement of the American Arbitration Society on certain questions concerning value.

*Memorandum
dated 7/1/85*
Weston Terrace

12/1/85

PROMISSORY NOTE

FOR VALUE RECEIVED, ~~Lowell Terrace Associates~~, a New Hampshire General Partnership, having a mailing address of 116 Lowell Street, Manchester, New Hampshire, 03101 ("Maker"), promises to pay to MANCHESTER HOUSING AUTHORITY, ("Lender"), or to its order, at its principal office at 198 Hanover Street, Manchester, New Hampshire, 03101, the principal sum of ONE MILLION FIVE HUNDRED THOUSAND (\$1,500,000.00) DOLLARS or so much thereof as is then outstanding under this Note, together with interest in arrears on the unpaid principal balance from time to time outstanding from the date hereof until the entire principal amount due hereunder is paid in full at the rate hereinafter provided.

Payments of interest and principal shall be payable as follows:

1. Interest on \$1,250,000.00 shall be calculated on the basis of the actual number of days elapsed over a year of 360 days and shall be at an annual rate equal to three (3%) per cent.

2. Upon completion of the construction and rehabilitation of the so-called Weston Terrace building on Lowell Street in said Manchester (Mortgaged Property) or on June 30, 1985, whichever is sooner, and for a period of three (3) years from such date, interest only shall be paid based on a principal amount of ONE MILLION TWO HUNDRED FIFTY THOUSAND (\$1,250,000.00) DOLLARS. Payments of such interest shall be made monthly in arrears.

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3. Upon the expiration of the three (3) year period, but no later than June 30, 1988, monthly payments in the amount of

arrears. (Said monthly payment being based on a loan schedule for amortizing a loan of \$1,250,000.00 for 17 years at 3%.) All unpaid principal together with any unpaid interest shall be due and payable on the 20th anniversary of the date of this Note.

4. In addition to the foregoing payments, repayment of the remaining TWO HUNDRED FIFTY THOUSAND (\$250,000.00) DOLLARS of principal and interest shall be made as follows:

- a) Upon completion of the said construction and for a period of twenty (20) years thereafter, there shall be paid as interest a sum equal to one-half ($1/2$) of the net cash flow received from operation of the Mortgaged Property. Net Cash Flow as used herein is defined as operating revenues of the Mortgaged property (without deduction for depreciation) less debt service, a reasonable management fee (which fee shall not exceed 7% of gross income), real estate taxes, reasonable operating expenses and reasonable reserves for replacement and no deduction of any kind is permitted for payments of principal or interest on the Note given by Maker to purchase the Mortgaged Property.

There shall be no refinancing, sale or other disposition of the Mortgaged Property during the term of this loan without the consent of the Lender.

- b) At the expiration of twenty (20) years after the date of the first payment made in the preceeding paragraph a), a balloon payment of principal and

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one-half (1/2) of the fair market value of the Mortgaged Property. In the event the Maker and Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

Any payments received hereunder shall be applied first to any interest then due and owing hereunder and then to principal then outstanding.

This Note is secured by a Mortgage and Security Agreement of the Maker of even date herewith ("Mortgage") covering certain real estate located in Manchester, New Hampshire, the said Regulatory Agreement and Loan Agreement of the Maker of even date herewith, various other financing instruments, and the personal guaranty of Peter A. Morgan and Richard W. Hale, each of even date herewith, and together with any other instrument securing this Note being hereinafter collectively referred to as the "Security Instruments". This Note is entitled to all of the benefits of the Security Instruments and specific reference is hereby made to such instruments for all purposes.

This Note may not be prepaid in whole or in part without the consent of the Lender.

Upon the occurrence of any of the following (each of which events shall be an Event of Default hereunder):

- (i) the failure of Maker to make any payment of principal or interest hereunder within ten

24-24 (10) days after the same is due, or

- (ii) an Event of Default as described and defined in any of the Security Instruments or any other instrument evidencing any indebtedness of the Maker to the Lender and the expiration of any period provided in such instrument to cure such default,

then the holder hereof may declare the entire unpaid principal balance hereunder immediately due and payable without notice, demand, presentment and may exercise any of its rights under any of the Security Instruments. In the event that the Lender or any subsequent holder of this Note shall exercise or endeavor to exercise any of its remedies hereunder or under any of the Security Instruments, the Maker shall pay on demand all reasonable costs and expenses incurred in connection therewith, including, without limitation, reasonable attorney's fees and the Lender may take judgment for all such amounts in addition to all other sums due hereunder. Irrespective of the exercise or nonexercise of any of the aforesaid rights, if any payment of principal or interest hereunder is not paid in full within ten (10) days after the same is due, the Maker shall pay to the holder a processing fee on such unpaid amount equal to six (6%) percent of such late payment.

In the event of default and acceleration of the due date by the holder pursuant to the terms of this Note, the principal balance due under Section 4(b) shall be calculated as follows:

- a) The fair market value of the Mortgaged Property shall be determined;
- b) The unpaid principal amount of the \$1,250,000.00 loan amount together with any unpaid interest (as set forth

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c) One half of the balance shall be due the Lender.

In the event the Maker and the Lender shall be unable to agree on the fair market value then the question shall be decided in accordance with the rules of the American Arbitration Society, which decision shall be final and binding.

The Maker waives presentment for payment, protest and demand, and notice of protest, demand and/or dishonor and nonpayment of this Note, notice of any event of default under the Security Instruments except as specifically provided therein, and all other notices or demands otherwise required by law that the Maker may lawfully waive. The Maker expressly agrees that this Note, or any payment hereunder may be extended from time to time, without in any way affecting the liability of the Maker. No unilateral consent or waiver by the Lender with respect to any action or failure to act which, without consent would constitute a breach of any provision of this Note shall be valid and binding unless in writing and signed by the Lender.

The rights and obligations of the Maker and the Lender are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid to the Lender for the use, forbearance or detention of the indebtedness evidenced hereby exceed the maximum permissible under applicable law. As used herein, the term "applicable law" shall mean the law in effect in the State of New Hampshire as of the date hereof. If, from any circumstances whatsoever, fulfillment of any provision hereof or of any provision of the Security Instruments at the time performance of

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such provision shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall automatically be reduced to the limit of such validity, and if from any circumstances the Lender should ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the Maker and the Lender.

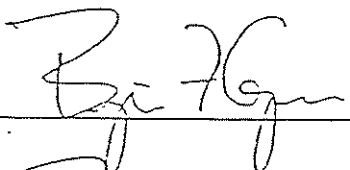
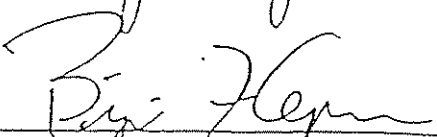
The Maker shall remain primarily liable on this Note and the Security Instruments until full payment, unaffected by an alienation of the Mortgage Premises, by any agreement or transaction between the Lender and any subsequent owner or alienee of the Mortgage Premises as to payment of principal and interest, or other moneys, by any forbearance or extension of time, guaranty or assumption by others, or by any other matter, as to all of which notice is hereby waived by the Maker.

At the sole option of the Lender, this Note may be assigned to the City of Manchester.


IN WITNESS WHEREOF, the Maker executed this Note on this

14th day of December, 1984.

WITNESS:

LOWELL TERRACE ASSOCIATES

By: 
Peter A. Morgan
General Partner

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By: 

454121

REC'D 12 45 PM '84

MORTGAGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that Lowell Terrace Associates, a New Hampshire general partnership, with a mail address of 116 Lowell Street, Manchester, New Hampshire, 03101, hereinafter referred to as the "Mortgagor" for consideration paid by Manchester Housing Authority, hereinafter referred to as the "Mortgagee", the receipt of whereof the Mortgagor does hereby acknowledge, grants, bargains, sells and conveys unto the said Manchester Housing Authority, its successors and assigns forever, with Mortgage Covenants, to secure (a) the payment of One Million Five Hundred Thousand Dollars (\$1,500,000.00) with interest thereon, as provided in the Mortgagor's Note of even date (b) the payment of all other sums with interest thereon advanced in accordance herewith to protect the security of this Mortgage and the performance of all other terms as set forth in the Mortgagor's Note of even date herewith, and (c) the performance of all agreements and covenants herein contained and contained in a Construction Loan Agreement and Regulatory Agreement both of even date by and between the Mortgagor and the Mortgagee (the said Note, Construction Loan Agreement, Regulatory Agreement and this Mortgage and Security Agreement hereafter called Governing Documents).

A certain tract(s) or parcel(s) of land with all the buildings of improvements now or hereafter situated thereon in Manchester, New Hampshire, more particularly described in Exhibit A attached hereto and made a part hereof by reference; together with all building materials and supplies and all other tangible personal property intended for use in construction of buildings

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DN 3701 R00443

the Mortgagor and now affixed or to be affixed, or now or hereafter located upon said land, including all appurtenant easements.

Also conveying and granting hereby as a part of the realty and as property mortgaged hereunder, all of the following articles now or hereafter on the above described premises or used therewith: All machinery, equipment, building materials and supplies, furnishings, furniture, fixtures, chattels and articles of tangible personal property, including, without limitation, furnaces, boilers, oil burners, refrigeration, air conditioning and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, whether now owned or hereafter from time to time acquired by the Mortgagor, together with all substitutions replacements, additions, attachments, accessories, accretions thereto or thereof, now or in the future, situated or located on, or used or usable in connection with the buildings to be constructed on the premises described in said Exhibit A attached hereto. If the lien of this Mortgage on any fixtures or personal property be subject to a lease agreement, conditional sale agreement or chattel mortgage covering such property (the Mortgagee does not hereby consent to any such lease, conditional sale agreement or chattel mortgage), then in the event of any default hereunder all the rights, title and interest of the Mortgagor in and to any and all deposits made thereon or therefore are hereby assigned to the Mortgagee, together with the benefit of any payments now or hereafter made thereof. There are also transferred, set over and assigned by Mortgagor to Mortgagee, its successors and assigns, hereby all leases and use agreements of machinery, equipment and other personal property of Mortgagor in

lessee of, or entitled to use, such items, and Mortgagor agrees to execute and deliver to Mortgagee specific separate assignments to Mortgagee of such leases and agreements when requested by Mortgagee; and nothing herein shall obligate Mortgagee to perform any obligations of Mortgagor under such leases, or agreements unless it so chooses which obligations Mortgagor hereby covenants and agrees to well and punctually perform.

As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, the Mortgagor hereby transfers, sets over and assigns to Mortgagee:

A. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all (a) leases, or (b) tenancies now existing or hereafter created of the premises or any part thereof, with the right to receive and apply the same to said indebtedness, and Mortgagee may demand, sue for and recover such payments, but shall not be required to do so; provided however, that so long as Mortgagor is not in default hereunder, the right to receive and retain such rents, issues and profits is reserved to Mortgagor. Mortgagee may notify any party obligated under such leases or tenancies to make all payments thereunder directly to Mortgagee, and Mortgagee may take control of all proceeds, accounts or bank accounts arising from such leases or tenancies, at any time, upon default of any term, condition or covenant of this Mortgage, whether or not Mortgagee has elected to accelerate any indebtedness secured hereby. All payments of proceeds received by Mortgagee under such leases or tenancies shall be applied by Mortgagee in the manner hereinafter set forth in Paragraph 2

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hereof. To carry out the foregoing, Mortgagor agrees (1) to execute and deliver to Mortgagee such conditional assignments of leases and rents applicable to the mortgaged premises as the Mortgagee may from time to time request, while this Mortgage and the debts secured hereby are outstanding, and further (2) not to cancel, accept a surrender of, reduce the rentals under, anticipate any rentals under, or modify any such leases or tenancies, or consent to an assignment or subletting thereof, in whole or in part, without Mortgagee's written consent. Nothing herein shall obligate the Mortgagee to perform the duties of the Mortgagor as landlord or lessor under any such leases or tenancies, which duties Mortgagor hereby covenants and agrees to well and punctually perform.

B. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any interest therein or part thereof under the power or eminent domain, or for any damage (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof, including any award for change of grade of streets. Mortgagee may apply all such sums or any part thereof so received of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released. Mortgagor hereby irrevocably authorizes and appoints Mortgagee its attorney-in-fact to collect and receive any such judgments, awards and settlements from the authorities or entities making the same, to appear in any proceeding therefor, to give receipts and acquittances therefor, and to apply the same to payment on account of the debt secured hereby, whether then

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matured or not; and the Mortgagor will execute and deliver to the Mortgagee on demand such assignments and other instruments as the Mortgagee may require for said purposes and will reimburse the Mortgagee for its costs (including reasonable counsel fees) in collection of such judgments and settlements.

Receipt of deposits, awards, and any other moneys or evidence thereof, pursuant to the provisions of the foregoing paragraphs A and B and any disposition of the same by Mortgagee shall not constitute a waiver of the right of foreclosure by Mortgagee in the event of default or failure of performance by Mortgagor or any covenant or agreement contained herein or any note secured hereby.

TO HAVE AND TO HOLD the aforegranted and bargained premises with all privileges and appurtenances thereof, to the said Mortgagee and its successors and assigns, to its and their use and behoof forever. And the said Mortgagor, for itself and its successors and assigns, does hereby covenant, grant and agree to and with the Mortgagee and its successors and assigns, that until the delivery hereof it is the lawful owner of the said granted premises seized and possessed thereof in its own right in fee simple, has full power and lawful authority to grant and convey the same in manner aforesaid, that the premises are free and clear from any incumbrance whatsoever, except as otherwise herein recited, that it and its successors shall warrant and defend the same to the said Mortgagee and its successors and assigns against the lawful claims and demands of any person or persons whoever, except as otherwise herein recited; and that it will not cause or permit any lien to arise against the premises which is superior to the lien of this Mortgage.

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The Mortgagor further covenants and agrees with the said Mortgagee, its successors and assigns, as follows:

1. To pay the note hereby secured and interest thereon as the same shall become due and payable, and also any other indebtedness that may accrue to the Mortgagee under the terms of this Mortgage, and to perform all other agreements set forth in said note; and to keep and perform all of Mortgagor's covenants and agreements contained in the Loan Documents, as the Loan Documents are now in effect or may be hereafter amended.

2. That the Mortgagor authorizes the holder hereof, whenever and as long as any default hereunder shall exist, to enter into and take possession of all or any part of the mortgaged premises and to use, operate, manage and control the same and conduct the business thereof and complete any unfinished construction thereon and collect the rents and profits therefrom as the holder shall deem best. Upon every such entry, the holder may from time to time, at the expense of the Mortgagor, make all such repairs, replacements, alterations, additions and improvements to the mortgaged premises as the holder may deem proper and may exercise all rights and power of the Mortgagor, either in its name or otherwise as the holder shall determine. All rents and profits from the mortgaged premises collected by the holder shall be applied to pay the expenses of holding and operating the mortgaged premises, or conducting the business thereof, of all maintenance thereof, of all repairs, replacements, alterations, additions and improvements thereto and to make all payments which the holder may be required or may elect to make, if any, for taxes, assessments, insurance, and other proper charges upon the mortgaged premises or

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any part thereof, as well as charges and reasonable compensation for the services of the Mortgagee and of all persons engaged and employed in conducting the operation of the mortgaged premises. The remainder of such rents and profits, if any, shall be applied to the payment of all sums of principal and interest then due to the Mortgagee on the debt secured hereby. If and whenever, prior to a foreclosure sale of the mortgaged premises, all arrears of required payments of interest and principal, and all sums paid or advanced by the holder under any provision hereof, and the reasonable and proper charges, expenses of counsel, and all other sums then payable hereunder shall be paid or collected out of the mortgaged premises and all defaults hereunder shall have been cured, the Mortgagee may at its option surrender to the Mortgagor the possession of the mortgaged premises, and thereupon the Mortgagor and the Mortgagee shall be restored to their former position and rights hereunder in respect to the mortgaged premises, but no such surrender shall extend to or affect any subsequent default or impair any right consequent thereon. Provided, however, that in the exercise by the Mortgagee of the rights hereinabove in this paragraph contained, the Mortgagee shall not be required to waive any other rights which it may have acquired by reason of any prior default of the Mortgagor, including but not limited to the right of acceleration and foreclosure, to the end that unless the Mortgagee so elects, the holder is not required to cure past defaults with the net proceeds received from the operation of the property under an exercise of the rights granted in this paragraph, but may instead elect to apply such net proceeds to the debt. ²⁴⁻³⁴ as accelerated The

provisions of this paragraph are supplementary to the rights granted by law to the holder to enter upon and take possession of the mortgaged premises or of any part thereof for breach of conditions of this mortgage and to foreclose the same.

3. That the Mortgagor will keep the buildings, improvements and personal property now existing or hereafter erected or located on the mortgaged property and the interests and liabilities incident to the ownership thereof insured against loss by fire and such other hazards, casualties and contingencies, and in manner, form and companies as may be required by the Mortgagee. It being understood that Mortgagee's current requirements for insurance are as set forth in Exhibit B to the said Regulatory Agreement of even date herewith by and between the Mortgagor and the Mortgagee. All such insurance shall be evidenced by standard fire and extended coverage insurance policy or policies in amounts not less than necessary to comply with the applicable Coinsurance Clause percentage, but in no event shall the amount of coverage be less than the greater of the outstanding balance of the note or eighty percent (80%) of the insurable value based on replacement cost, and in default thereof the Mortgagee shall have the right to obtain such insurance at the cost of Mortgagor, such cost to be secured hereby. Such policies shall be endorsed with standard New Hampshire mortgage clause with loss payable to the Mortgagee, as its interests may appear, and shall be deposited with the Mortgagee and the Mortgagor shall deliver to the Mortgagee a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration; that all such policies will contain a provision or endorsement that they may not

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be cancelled without ninety (90) days written notice from the insurer to the Mortgagee; that all amounts recoverable under any policy are hereby assigned to the Mortgagee, and in the event of a loss, the amount collected may, at the option of the Mortgagee, be used in any one or more of the following ways: (1) applied upon the indebtedness secured hereby, whether such indebtedness then be matured or unmatured, (2) used to fulfill any of the covenants contained herein as the Mortgagee may determine, (3) used to replace or restore the property to a condition satisfactory to the Mortgagee, or (4) released to the Mortgagor; the Mortgagee is hereby irrevocably appointed by the Mortgagor as attorney of the Mortgagor to assign any policy in the event of the foreclosure of this mortgage or other extinguishment of the indebtedness secured hereby. The insurance carrier providing the insurance shall be a carrier qualified to write such insurance in the State of New Hampshire and shall be chosen by the Mortgagor subject to the approval of the Mortgagee.

4. That the Mortgagor will pay, before the same become delinquent or any penalty attached thereto for nonpayment, all taxes, assessments and charges of every nature that may now or hereafter be levied or assessed, upon the mortgaged premises or any part thereof, or upon the rents, issues, income or profits thereof, whether any or all of said taxes, assessments or charges be levied directly or indirectly, and will pay, before the same become delinquent or any penalty attached thereto for nonpayment, all taxes which by reason of nonpayment create a lien prior to the lien of this Mortgage; and will thereupon submit to the Mortgagee such evidence of the due and punctual payment of such taxes etc

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as the Mortgagee may require, and the Mortgagor will also pay all taxes, assessments or charges which may be levied on the note secured hereby, or on the interest thereon.

5. That the Mortgagor will keep protected in good order, repair and condition at all times the buildings and improvements (including Mortgagor's fixtures) now standing or hereafter erected or placed upon the mortgaged premises and any and all Mortgagor's appurtenances, apparatus and articles of personal property, including, but not limited to, furniture, furnishings and equipment, now or hereafter in or attached to or used in connection with said buildings or improvements, promptly replacing any of the aforesaid which may become lost, destroyed or unsuitable for use; will always maintain in good order and condition all the facilities, easements, works, and ways set forth in the description and easements of this Mortgage, whether located upon the premises hereby mortgaged or elsewhere; and will not commit or suffer any strip or waste of the mortgaged premises, or any violation of any law, regulation, ordinance or contract affecting the mortgaged premises, and will not commit or suffer any demolition, removal or material alteration of any buildings or improvements (including fixtures) on the mortgaged premises without the written consent of the Mortgagee.

6. If the Mortgagor shall neglect or refuse to keep in good repair the property conveyed by this Mortgage and Security Agreement, to replace the same as herein agreed, to maintain and pay the premiums for insurance which may be required under Paragraph 3, or to pay and discharge all taxes, assessments and charges of every nature and to whomever assessed, as provided for

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in Paragraph 4, the Mortgagee may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate of fourteen percent (14%) from the date of payment, shall be immediately due and payable by the Mortgagor to the Mortgagee, and until paid shall be added and become a part of the principal debt secured hereby, and the same may be collected as a part of said principal debt in any suit hereon or upon the note; or the Mortgagee, by the payment of any tax, assessment or charge, may, if it sees fit if allowed by law, be thereby subrogated to the rights of the State, County, City and all political or governmental subdivisions. No such advances shall be deemed to relieve the Mortgagor from any default hereunder or impair any right or remedy consequent thereon, and the exercise of the rights to make advances granted in this paragraph shall be optional with the Mortgagee and not obligatory, and the Mortgagee shall not in any case be liable to the Mortgagor for a failure to exercise any such right. Mortgagee shall have no responsibility with respect to the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium, and of the amount necessary to be paid in satisfaction thereof.

7. Mortgagor shall, upon written request therefor, by Mortgagee to Mortgagor, which request may be withdrawn and remade from time to time at the discretion of Mortgagee, pay to Mortgagee on a monthly basis as hereafter set forth a sum equal to the municipal and other governmental real estate taxes, personal property taxes, other assessments next due on the real and

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due for fire and insurance required of Mortgagor hereunder, less all sums already paid therefore, divided by the number of months to elapse not less than one (1) month prior to the date when said taxes and assessments will become delinquent and when such premiums will become due. Such sums as estimated by Mortgagee shall be paid with monthly payments of interest due pursuant to the terms of the indebtedness secured by this Mortgage and such sums shall be held by Mortgagee to pay said taxes, assessments and premiums before the same become delinquent. Mortgagor agrees that should there be insufficient funds so deposited with Mortgagee for said taxes, assessments and premiums when due, it will upon demand by Mortgagee promptly pay to Mortgagee amounts necessary to make such payments in full; any surplus funds may be applied toward the payment of the indebtedness secured by this Mortgage or credited toward future such taxes, assessments and premiums; if Mortgagee shall have commenced foreclosure proceedings, then Mortgagee may apply such funds toward the payment of the mortgage indebtedness without causing thereby a waiver of any rights, statutory or otherwise, and specifically such application shall not constitute a waiver of the right of foreclosure hereunder. Mortgagor hereby assigns to Mortgagee all the foregoing sums so held hereunder for such purposes. The Mortgagor acknowledges that the provisions hereincontained for the establishment of escrow funds are supplementary to the provisions contained in the said Regulatory Agreement of even date herewith; and that in the event of any conflict between the provisions hereof and the provisions of said Regulatory Agreement, the provisions of said Regulatory Agreement shall control.

8. That Mortgagor further covenants and agrees that this Mortgage shall constitute a security agreement with respect to any and all machinery, equipment, chattels, articles of personal property, and fixtures described and included in this mortgage, and all additions, accessions, substitutions and replacements thereto and therefore, and with respect to all rents, profits, income and charges of whatever sort Mortgagor may receive or be entitled to receive in connection with the operation of the mortgaged premises, and all of which are hereinafter referred to as the collateral and Mortgage hereby grants and conveys to Mortgagee, its successors and assigns, a security interest therein. That upon default of any term, condition or covenant of this Mortgage and acceleration of any indebtednes hereby secured, the Mortgagee may, at its discretion, require the Mortgagor to assemble the collateral and make it available to the Mortgagee at a place reasonably convenient to both parties to be designated by the Mortgagee. That the Mortgagee shall give the Mortgagor notice, by registered mail, postage prepaid, of the time and place of any public sale or other intended disposition thereof is to be made by sending notice to the Mortgagor at least thirty (30) days before the time of the sale or other disposition, which provisions for notice the Mortgagor and Mortgagee agree are reasonable; provided, however, that nothing herein shall preclude the Mortgagee from proceeding as to both real and personal property in accordance with Mortgagee's rights and remedies in respect of the real property. Mortgagee shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State of New Hampshire and such further remedies as may

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from time to time hereafter be provided in New Hampshire for a secured party. Mortgagor agrees that all rights of Mortgagee as to said collateral and as to said real estate, and rights and interest appurtenant thereto, may be exercised together or separately and further agrees that in exercising its power of sale as to said collateral and as to said real estate, and rights and interest appurtenant thereto, and Mortgagee may sell the collateral or any part thereof either separately from or together with the said real estate, rights and interests appurtenant thereto or any part thereof, all as the Mortgagee may in its discretion elect.

9. That Mortgagor shall maintain full and correct books and records showing in detail the earnings and expenses of the mortgaged premises; will permit the Mortgagee and its representatives to examine said books and records and all supporting vouchers and data any time from time to time upon request by the Mortgagee and will submit to the Mortgagee all records and reports as more specifically required in the said Regulatory Agreement of even date.

10. That Mortgagor within seven (7) days upon request in person or within ten (10) days upon request by mail shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against the mortgage debt, or, if such offsets or defenses are alleged to exist, the nature thereof.

11. That if any action or proceeding be commenced, excepting an action to foreclose this Mortgage or to collect the debt hereby secured, to which action or proceeding the Mortgagor is made a

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party by reason of the execution of this Mortgage or the Note which it secures, or in which it becomes necessary to defend or uphold the lien of this Mortgage, the Mortgagor shall, at its own expense retain competent counsel who shall diligently defend the Mortgagor in any such action or proceeding.

12. Without affecting the liability of Mortgagor or any other person for payment of any indebtedness secured hereby or for performance of any obligation contained herein, and without affecting the rights of Mortgagee with respect to any security not expressly released in writing, Mortgagee may at any time and from time to time, either before or after the maturity of said Note and without notice or consent:

a) Release any person liable for payment of all or any part of the indebtedness or for performance of any obligation.

b) Make any agreement extending the time or otherwise altering the terms of payment of all or any part of the indebtedness, or modifying or waiving any obligation, or subordinating, modifying or other dealing with the lien or charge hereof.

c) Exercise or refrain from exercising or waive any right Mortgagee may have.

d) Accept additional security of any kind.

e) Release or otherwise deal with any property, real or personal, securing the indebtedness, including all or any part of the property mortgaged hereby.

13. Mortgagor shall maintain and preserve the parking areas, common areas, passageways and drives, now or hereafter existing on the mortgaged premises, and, without prior written consent of

Mortgagee, no building or other structure shall be erected thereon and no new buildings or additions to existing buildings shall be erected thereon and no new buildings or additions to existing buildings shall be erected on the remainder of the premises herein mortgaged.

14. That the Mortgagor has obtained or will obtain prior to or at completion of any construction all governmental approvals then required by valid law for the acquisition and the commencement of construction, ownership and operation of the mortgaged premises and that at any time the then existing use or occupancy of the mortgaged premises shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, that Mortgagor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of the Mortgagee.

15. Mortgagor shall submit to the Mortgagee for Mortgagee's examination and approval in writing prior to the execution, delivery and commencement thereof, the form, terms and conditions of all leases, tenancies and occupancies of the premises mortgaged hereby and any part thereof; any such leases, tenancies and occupancies, not so approved, shall not be valid; and Mortgagor at its cost and expense, upon request of Mortgagee, shall cause any parties in possession of the premises under any such leases, tenancies and occupancies, not so approved, to vacate the premises immediately; and Mortgagor acknowledges that Mortgagee may from time to time at its option enter upon the mortgaged premises and take any other action in court or otherwise to cause such parties to vacate the premises; the costs and expenses of Mortgagee in so

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doing shall be paid by Mortgagor to Mortgagee on demand thereof and shall be part of the indebtedness secured by this Mortgage as costs and expenses incurred to preserve and protect the security; such rights of Mortgagee shall be in addition to all its other rights as Mortgagee, including the right of foreclosure, for breach by Mortgagor in the requirements of this Paragraph.

16. That receipt and disposition of rents, income of the premises, insurance proceeds, eminent domain awards, or any other sums under the provisions of the Loan Documents by Mortgagee shall not be a waiver or release of any rights of the Mortgagee, including but not limited to, the right of foreclosure or acceleration of the Note, whether such receipt or disposition shall be before or after exercise of any such rights.

In the event of default, the Mortgagee for itself, its successors and assigns, shall have the right (given to it under the law of New Hampshire) to pursue various remedies simultaneously, including the right to receive the rents, income and profits, to sue on the Note, and at the same time to conduct foreclosure proceedings until full satisfaction of the obligation of all sums due hereunder is obtained.

The Mortgagor shall have the right to contest by appropriate legal proceedings, but without cost or expense to the Mortgagee, the validity of any laws, ordinances, orders, rules and regulations affecting the mortgaged premises if compliance therewith may legally be held in abeyance without the sufferance of any charge, lien or liability against the mortgaged premises, and the Mortgagor may postpone compliance therewith until the final determination of any such proceedings, provided they shall

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be prosecuted with due diligence and dispatch, and if any lien or charge is incurred, the Mortgagor may, nevertheless, make the contest and delay compliance, provided the Mortgagee is furnished with security, reasonably satisfactory to it, against any loss of injury by reason or such noncompliance or delay.

AND IT IS HEREBY AGREED that if default be made in the payment of any installment due under said Note, or if default be made in the performance of any of the covenants, conditions or payments hereunder other than the covenant to pay said Note, or any other instrument given as security for the said Note, or under the Governing Documents (and such default shall remain uncured after 30 days written notice from Mortgagee) or if by order of a court of competent jurisdiction a receiver or liquidator or trustee of the Mortgagor for the time being of the mortgaged premises shall be appointed and shall not have been discharged within forty-five (45) days, or if by decree of such court such Mortgagor shall be adjudicated bankrupt or insolvent and such decree shall continue to be undischarged and unstayed for forty-five (45) days after the entry thereof, or if a petition to reorganize such Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagor as now or thereafter in effect shall be filed against such Mortgagor and shall not be dismissed within forty-five (45) days after such filing, or such Mortgagor shall file a petition in voluntary bankruptcy under any provision of any bankruptcy law, or shall

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consent to the filing of any bankruptcy or reorganization petition under such law, or if (without limitation of the generality of the foregoing) such Mortgagor shall file a petition for an arrangement or to reorganize such Mortgagor pursuant to the Federal Bankruptcy Act or any other similar statute applicable to such Mortgagor, as now or hereafter in effect, or if such Mortgagor shall institute any proceeding for its dissolution or liquidation, or shall make an assignment for the benefit of creditors, or shall admit in writing inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or trustee or liquidator of such Mortgagor, then the full principal sum or any unpaid balance of the debt secured hereby together with interest and all advances, if any, shall immediately become due and payable at the option of the Mortgagee or its successors or assigns and the said Mortgagee or its legal representatives or assigns may advertise the premises for sale by publication of notice in some newspaper as required by New Hampshire Revised Statutes Annotated, and having served copies of said notice upon the Mortgagor in the manner required by the New Hampshire Revised Statutes Annotated and all amendments thereto relating to the foreclosure of power of sale mortgages, may sell the premises at public auction held on or near part of the premises to the highest bidder; and the deed thereof of the Mortgagee, or its assigns or legal representatives, in pursuance of such sale, shall convey to the purchaser an indefeasible title to the premises, discharged of all rights of redemption by the Mortgagor, its successors or assigns, or any person claiming from, by or under it; and such purchaser shall in no way be answerable for the application of the purchase price;

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and the Mortgagee or its legal representatives shall apply the proceeds in payment of such fees, costs, charges and expenses, including attorneys' reasonable fees, and in payment of this mortgage indebtedness, paying the balance, if any, to the Mortgagor or its legal representatives.

This mortgage is given upon the statutory condition as well as the foregoing conditions for the breach of any of which or upon any default whatsoever thereunder, and in addition to any other right or remedy hereinabove or otherwise appearing, the Mortgagee shall have and may exercise statutory power of sale, reference being made hereby to the laws of the State of New Hampshire.

PROVIDED, NEVERTHELESS, that if the said Mortgagor, its successors or assigns, pay to the said Mortgagee, or its successors or assigns, the principal balance with interest and comply with all terms as set forth in the Mortgagor's note of even date herewith during such time as said principal sum or any part thereof shall remain unpaid and shall pay said interest in installments and the whole sum in any event on or before the date the said note matures, or earlier, all as provided in said Note, and until such payment shall pay all taxes, insurance premiums and escrow deposits, and assessments on the granted premises, to whosoever laid or assessed, and shall not commit nor suffer any strip or waste of the granted premises, nor default in any of the Mortgagor's covenants or obligations, nor commit any breach of any covenant herein contained, or in the Loan Documents, then this deed shall be void; otherwise it shall remain in full force and virtue.

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Any demand, notice or request by either party to the other

shall be sufficiently given if delivered to the party intended to receive the same, or if mailed by registered or certified mail addressed to such party at the address of such party stated below, or at such other address as may be stated in a notice delivered or mailed as herein provided.

The covenants and agreements herein contained shall bind, and the benefit and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Mortgagor and Mortgagee. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders.

In the event of any conflict between the terms, covenants, conditions and restrictions contained in the Mortgage and as contained in the Loan Documents, the term, covenant, condition or restriction which imposes the greater burden or obligation upon the Mortgagor shall control. The determination as to which term, covenant, condition or restriction is the more burdensome or imposes the greater obligation shall be made by the Mortgagee in its sole discretion.

In any case where any one or more of the provisions of this Mortgage are held to be invalid, illegal or unenforceable in any respect, such validity, illegality or unenforceability shall not affect any other provision hereof.

For the purpose of this Mortgage and Security Agreement constituting a financing statement under the Uniform Commercial Code the addresses of the parties are:

| | |
|---------------------------|----------------------|
| Mortgagor (Debtor) | 116 Lowell Street |
| | Manchester, NH 03101 |
| Mortgagee (Secured Party) | 198 Hanover Street |

At the option of the Mortgagee, this Mortgage and Security Agreement may be assigned to the City of Manchester.

IN WITNESS WHEREOF, Lowell Terrace Associates, has hereunto set its hand this 14th day of December, 1984.

WITNESS:

Bjorn Hagen
Bjorn Hagen

Lowell Terrace Associates
(Debtor)

By: Peter A. Morgan

Peter A. Morgan,
General Partner

By: Richard W. Hale

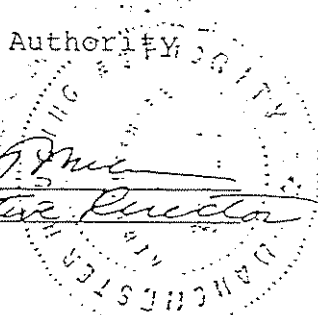
Richard W. Hale,
General Partner

Wm. H. Craig

Manchester Housing Authority
(Secured Party)

By: Robert D. Smith

Title: Executive Director



THE STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS.

The foregoing instrument was acknowledged before me this 15th day of December, 1984, by Peter A. Morgan and Richard W. Hale, general partners of Lowell Terrace Associates, a New Hampshire general partnership, on behalf of the partnership.

Bjorn Hagen
Justice of the Peace

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EXHIBIT A

A certain parcel of land with the buildings thereon located on Lowell Street in Manchester, County of Hillsborough and State of New Hampshire bounded and described as follows:

Southerly on Lowell Street there measuring ninety-two (92) feet; easterly on Chestnut Street, there measuring one hundred (100) feet, northerly on a passageway, there measuring seventy-nine (79) feet and westerly on Lot No. 366, there measuring one hundred (100) feet.

Said premises are known as Lot No. 365 on the Amoskeag Manufacturing Company's plan of lots.

Being the same premises conveyed by Warranty Deed from William P. Spanos and Mary K. Spanos to Lowell Terrace Associates dated December 14, 1984 and to be recorded in the Hillsborough County Registry of Deeds.

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